# TERMS & CONDITIONS

JIMS® ships by United Parcel Service in the continental USA. Overseas customers - Due to the high shipping and customs cost, it is suggested that overseas customers supply a shipping carrier for all large orders. All others, unless otherwise specified, will be shipped by UPS Express (3-4 day service) or UPS Expedited (5-6 day service). All orders will be shipped prepaid.

#### **RETURNS**

All items are carefully packaged and in good condition when shipped. Please inspect product immediately upon receipt of shipment. JIMS® must be notified within 5 (five) working days of the receipt of a shipment of any shortages or incorrect shipments. It is advisable to phone JIMS® as problems can often times be corrected more quickly with a direct call. Any claims for damages must be made with the carrier and not with JIMS®. Please be sure to save all boxes and packaging material when filing a claim and keep them until settlement is made.

## QUALITY IS NO PROTECTION AGAINST ABUSE, MISUSE OR NEGLECT.

The following qualifications are necessary to receive credit, or to exchange merchandise.

- 1. Call JIMS® before shipping parts back to obtain an RGA number.
- 2. The parts must be returned within 10 days of receipt.
- 3. They must be packaged properly to prevent any damage during shipping. Damaged parts due to poor packaging are non-returnable and will be returned to the owner at the owner's expense. Repackaged goods using JIMS® containers does not always mean the items are packaged properly.
- 4. All returns must be sent to JIMS® insured and prepaid. No CODs will be accepted.
- 5. All returns must be accompanied by the return goods authorization number, a copy of the original invoice of purchase and a note explaining the reason for the return.
- 6. Under no circumstances are damaged, altered, rusty, or otherwise unusable parts returnable. Upon acceptance of the returned parts by JIMS® under the above criteria, a 20% restocking fee will be charged.
- 7. Acceptance of returned goods by our Receiving Department shall not be binding and has no force or effect unless acceptance is made by us in writing.

### WARRANTY

All JIMS° parts are guaranteed to the original purchaser to be free of manufacturing defects in materials and workmanship for a period of 6 (six) months from the date of purchase, unless otherwise noted. Merchandise that fails to conform to these conditions will be repaired or replaced at JIMS° option if the parts are returned to us by the purchaser within the 6 (six) month warranty period or within 10 (ten) days thereafter. In the event warranty service is required, the original purchaser must call or write JIMS° immediately with the problem. Some problems can be rectified by a telephone call and need no further course of action. A part suspected of being defective must not be replaced by a Dealer without prior authorization from JIMS°. If it is deemed necessary for JIMS° to make an evaluation to determine whether the part is defective, it must be packaged properly to prevent further damage and be returned prepaid to JIMS° with a copy of the original invoice of purchase and a detailed letter outlining the nature of the problem, how the part was used and the circumstances at the time of failure. If after an evaluation has been made by JIMS° and the part was found to be defective, repair, replacement or credit will be granted.

# ADDITIONAL WARRANTY PROVISIONS

- 1. JIMS<sup>®</sup> shall have no obligation in the event a JIMS<sup>®</sup> part is modified by any other person or organization.
- 2. JIMS® shall have no obligation if a JIMS® part becomes defective in whole or in part as a result of improper installation, improper maintenance, improper use, abnormal operation, or any other misuse or mistreatment of the part.
- 3. JIMS® shall not be liable for any consequential or incidental damages resulting from the failure of a JIMS® part, the breach of any warranties, the failure to deliver, delay in delivery, delivery in nonconforming condition, or for any other breach of contract or duty between JIMS® and a customer.
- 4. JIMS® parts are designed exclusively for use in Harley-Davidson® motorcycles. JIMS® shall have no warranty or liability obligation if a JIMS® part is used in any other application.
- 5. Any parts which have been replaced for any reason become the property of JIMS®, and will not be returned under any circumstances.



