

Terms & Conditions

Please read this section thoroughly to ensure understanding of our policies. Thank You.

Product

Many of the products offered by BigBoost, LLC (hereinafter called "Big Boost Turbo") are sold for Off-Road-Use-Only (racing use). It is the sole responsibility of the purchaser and the end user to check local and state ordinances or laws regarding the use of any product on public streets. Federal and State laws prohibit the removal, or rendering inoperable of any device of design affecting vehicle emissions or safety in a vehicle used on public highways. Installation of these parts may void the warranty coverage, if any, on your vehicle.

Pricing

All prices are subject to change without notice. Your sales representatives will always try to notify customers of any major price changes at the time of purchase, but cannot be held responsible for these changes.

Sales

All sales will be C.O.D. certified funds, cash, or credit card unless other arrangements are made at BigBoost LLC's management's discretion. All pricing offered is effective for C.O.D. funds and cash only. If at any time a check is returned "Non-Sufficient Funds, the account will immediately be put into collections, and a \$40.00 returned check fee will be assessed. Advanced payment required on all overseas and international orders, special order items, and air freight shipped orders.

Method of Payment

BigBoost accepts cash, certified checks, bank checks, and money orders. Company or business checks will be accepted ONLY after approval by BigBoost, LLC's management. Personal checks will not be accepted. BigBoost, LLC also accepts Visa, MasterCard, and Discover. Initial orders must ship to the credit card's verified billing address. With international order (outside of the United States) payment accepted is direct bank transfer. International customers in Canada can use Paypal if they have an established & verified Paypal account (subject to BigBoost LLC's approval). Paypal payment(s) will incur an additional 3% service charge.

Collection Cost

If the account is turned over for collection, BigBoost, LLC. will prosecute to the full extent of the law. The customer will be liable for all attorney's fees and collection costs.

Shipping

All shipments are sent FOB Origin from BigBoost, LLC's warehouse in Miami, Florida. All claims for damaged merchandise must be made with the shipping carrier. Please keep all shipping cartons and all packing materials for

carrier inspection. BigBoost, LLC cannot initiate any claims with the carrier. BigBoost, LLC highly recommends that all shipments are fully insured for damage as most shipping companies have limits on their liability for damage shipments.

Backorders

Backorders will be filled automatically as inventory becomes available, unless otherwise requested by the customer. If any order is placed with both product in-stock and product backordered, the entire order will be held until the shipment can be made complete, unless otherwise requested by the customer to ship a partial shipment of available parts.

Special Orders

Special Order merchandise will require a 50% to 100% deposit, set at the discretion of BigBoost, LLC management. Once a Special Order is placed, it can NOT be cancelled, and is NOT returnable. Most Special Orders take 6 - 10 weeks to arrive, unless your sales representative advises differently.

Refused Shipment

Any customer that refuses a shipment for any reason will have its customer status suspended until such time when all charges/penalties pertaining to the refused shipment have been paid. Charges/penalties will include a \$35.00 refused shipment penalty, any and all shipping costs, as well as a restocking fee for the returned parts where applicable.

Returns

All returns must be marked with a Return Merchandise Authorization (RMA), issued to you by BigBoost, LLC Sales representative. All returns are subject to a 25% restocking fee. No returns are accepted on Special Order merchandise, electronic merchandise, discontinued items, specially priced items and "blowout", "quantity discount", or "specials" are not returnable. No refunds can be made after 15 days of invoice date. Merchandise must be in new condition and in original packaging. Merchandise must be returned freight prepaid. Freight collect shipments will not be accepted. Merchandise returns are for credit towards future purchases only. Cash refunds will not be authorized. Any deposit placed on Special Order merchandise are non refundable.

Return Merchandise Authorization (RMA)

Please contact your BigBoost, LLC sales representative for all returns. The RMA number will be assigned at that time. Any and all packages and/or products returned to BigBoost, LLC MUST have an RMA number assigned to ensure quick and efficient processing of the return. The RMA number must accompany all returns made without an RMA number.

Warranty

All products carry the manufacturer's warranty, which varies on a per-product basis. In order to maintain our high quality standards, we reserve the right to add, delete, modify or substitute the products offered on our website, the pricing for such products and other website content at our sole discretion. Please be sure to ask us if you have any questions about a specific manufacturer's warranty before you make a purchase. No warranty beyond that of the manufacturer is expressed or implied. If a warranty problem arises, please do not hesitate to ask us for assistance. Manufacturers do not provide an allowance for freight or labor on warranty claims; therefore all freight and labor shall be the responsibility of the purchaser. BigBoost, LLC makes no claim of accountability after a product has been received by the ordering party. The purchaser assumes all costs associated with the warranty of a given product including any applicable labor for removal and/or replacement of that item(s), diagnosis of a problem that may be related to that item(s) and all shipping costs. BigBoost, LLC, at its sole discretion, may choose to either repair or replace any product returned within the warranty. If neither repair nor replacement is possible, BigBoost, LLC will, at its sole discretion, provide a refund, company credit, or replace the item with an item of equal or greater present market value.

Drop Shipments

A fee of \$10.00 per shipment will be applied for this service, along with the normal shipping costs. Some vendors charge an additional drop shipment fee, which will be charged accordingly.

Services

Except as otherwise specified set forth herein: (a:) Buyer acknowledges that they have not relied on any representation by us in selecting their products. (b:) No warranties on high performance work. (c:) If vehicle not picked up and balance not paid for after 30 days of completion of work, a mechanics lien will be placed on vehicle(s). (d:) \$15 a day storage fee will apply after the 2nd day after completion of work. (e:) No refund(s) on custom work/fabrication.

Core Charge

Where required, a core charge will be applied to the total invoice amount of any given order. Cores must be returned promptly (within 30 days) to insure proper credit. Core credit will be applied to future purchases only. Cash refunds will not be authorized. A core charge is an expense that is added if the customer does not wish to send in core parts to be built, or the returned core units are not complete or are not in rebuild-able condition. Where required, a core charge will be applied to the total invoice amount of any given order. In order to be eligible for a refund we must receive your core(s) within 30 days of invoice of your BigBoost product order. All cores will be thoroughly checked

and tested upon arrival at our facility to determine their condition. The amount of your refund will be determined based on the condition of the core and is at the sole discretion of BigBoost, LLC. Core credit will be applied to future purchases.

Terms & Conditions of Sale

The part(s) have been designed and is intended for off-highway application only, Federal and State laws prohibit the removal, modification, or rendering of any devise of design affecting vehicle emissions or safety in a vehicle used on public highways. Installation of this part may void the warranty coverage, if any, on your vehicle. Except as otherwise specified set forth herein: (a:) Buyer acknowledges that they have not relied on any representation by us in making this contract: (b:) 20% restocking fee on all returns, which must be filed within 15 days after receipt of part. No return on special order parts, electrical parts, or any opened / installed parts: (c:) No warranties on high performance work: (d:) If vehicle is not picked up and balance not paid for after 30 days of completion of work, a mechanics lien will be placed on vehicles: (e:) No checks accepted, cash or credit card acceptable payment: (f:) \$15.00 a day storage fee will apply after the 2nd day upon completion of work: (g:) No refund(s) on custom work / fabrications.

Governing Law and Jurisdiction

By purchasing from BigBoost, LLC buyer/customer acknowledges and agrees that all dealings with BigBoost, LLC shall be interpreted, construed, and governed according to the laws of the state of Florida. All disputes hereunder shall be brought in and adjudicated by the State Courts in and for Dade County, Florida, and buyer/customer expressly consents to jurisdiction in that forum.

Important NOTICE Regarding High Performance Parts & Services

BigBoost, LLC is proud to serve your high-performance needs. Please note, however, that High Performance Parts and Services:

- Likely void vehicle manufacturers warranties.
- May damage your vehicle's existing systems.
- Require a significant amount of professional maintenance and upkeep.
- May require frequent professional replacement and adjustment.
- May make your vehicle noisy, loud, and rough.
- Are not refundable; and
- Are at the vehicle owner's risk.

Addendum

BigBoost, LLC. (hereinafter called BigBoost, LLC) will not be liable for valuables left in vehicles, fire, theft, vandalism, rain, snow, sun, or hail damages. Cars may be stored outdoors on the premises. We recommend bringing a car cover which we will do our best to use for your vehicle.

When applicable, BigBoost, LLC reserves the right to test drive your vehicle to ensure proper operation of all

systems. BigBoost, LLC may also test drive the vehicle for an engine break-in period of length at their discretion in order to ensure proper operation of the engine. BigBoost, LLC will not be responsible for mechanical or electrical failures that occur during this time that are not related to the work performed.

In order to test drive your vehicle to ensure proper operation, you must provide proof of liability insurance coverage AND valid registration. BigBoost, LLC will not assume responsibility for problems arising in vehicles which have had work performed on them and have not been test driven.

Vehicles which are being test driven are your responsibility. BigBoost, LLC will not cover expenses that arise from acts of god including, but not limited to collision with wild or domesticated animals, careless drivers, defective tires or any mechanical failure that results in damage to the vehicle outside of our control.

BigBoost, LLC will hold no responsibility for costs associated from delays in completion including, but not limited to car rentals, airline tickets, taxi fees or towing fees.

Abandonment

Definitions:

Abandonment - As used in this clause refers to any vehicle brought to the premises of BigBoost, LLC, the owner is no longer in contact with BigBoost, LLC by either telephone, postal mail, or electronic email, and the car remains on the premises. BigBoost, LLC reserves the right, at its discretion, to consider a vehicle abandoned.

Parting Out - As used in this clause refers to the process of removing any part from the vehicle and selling it on the used market to customers of BigBoost, LLC

Grace Period - As used in this clause refers to a period of time of 15 days. During this time, BigBoost, LLC will consider the owner as being notified of the course of action about to be taken as defined in the abandonment clause, and that said action will not be taken until that time has expired. During this time, the owner has privilege to resolve the balance, but the status of the car will remain as abandoned until the payment balance is satisfied.

BigBoost, LLC considers a vehicle abandoned if it has been left on the premises for over 30 days, has a remaining

balance due, and the owner is out of contact with BigBoost, LLC. A certified letter will be sent to the address listed above to notify the owner that their vehicle is considered abandoned. A 15 day grace period from the date of issuance of the notification will be observed. If the owner refuses to contact BigBoost, LLC and resolve the balance, BigBoost, LLC reserves the right to recoup lost expenditures by parting out the car until that balance is satisfied. If arrangements have been made by the owner to pay the balance within the grace period, a storage fee of \$20 per day will be assessed starting from the day the notice was postmarked. If the grace period has expired, the vehicle has been parted out and said owner recovers vehicle, BigBoost, LLC will not be liable for any missing parts or towing fees. If said balance has not been satisfied by parting out the vehicle, BigBoost, LLC reserves the right to maintain possession of the vehicle until the balance has been paid in full, including any additional fees.

Your Newly Turbocharged or Supercharged Vehicle (if so equipped)

We will go over the vehicle with you and explain any upgrades and electronics. Our philosophy is to keep it as simple as possible, so this should be rather straight forward. We will also provide you with any literature that was included with your new components so that you may read through it at your leisure.

Please begin driving your high-performance upgraded vehicle the same way you would drive a new car off the dealership lot (very gently). Do not test your vehicle until you have become comfortable with the car again. Do not speed or push your vehicle on public roads please visit a sanctioned track facility for this.

Turbochargers can make boost quickly and in turn may create a large amount of power very quickly. Turbocharger output is related to gear selection, throttle position, and boost controller setting. Please use caution until you are used to the new vehicle dynamics.

Please listen for noises that are not normal, these include:

While cruising, idling, or at partial throttle (not accelerating or high rpm activity):

- Grinding or repetitive scratching
- Pops
- Loud Whistles (not to be confused with blow-off valve sounds)

While under Wide Open Throttle, Acceleration, or High RPM use:

- Detonation (similar to ball bearings being shook in a coffee can)
- Pops
- Grinding
- Other Unnatural Mechanical Sounds

Please be aware of the following feelings or visible issues under Wide Open Throttle

- Bucking
- Hesitating

If you experience any of the above symptoms, for best reliability, stop the vehicle and give us a call for further direction. Although these upgrades can be quite reliable, they are at your own risk and we offer no warranties on the performance and reliability of your upgrades. The better you treat & take care of your investment the more pleasure you will experience down the road. Always adhere to all local traffic laws & vehicle regulations.

Lastly, it is extremely important to have regular check-ups and maintenance performed to your vehicle to maintain best reliability. Please ask your Service Advisor for our recommended Performance Vehicle Maintenance Schedule.