

## PIPER WHEELS

### TERMS AND CONDITIONS OF SALE

Thank you for shopping with us! We appreciate your business and your interest in our products. We want you to enjoy your experience purchasing from our website.

As with any shopping experience, there are certain terms and conditions that apply. By placing an order and purchasing product from our website(s), you agree to the terms below along with other terms on our website(s), such as return and warranty policies, our privacy policy, and terms of use. Please make sure to review everything fully and carefully so you are informed about your rights and obligations.

**Acceptance of These Terms.** You (“Customer”) may place orders for Products with Piper Wheels. via our websites (e.g., [www.piperwheels.com](http://www.piperwheels.com)) in certain circumstances, over the phone. “Product(s)” collectively means all items being sold by Piper Wheels to you in the United States. By placing an order, you consent to these Terms and Conditions of Sale (“Terms”) and acknowledge that we will furnish the Products subject to these Terms. Unless expressly agreed to or set forth in writing by Piper Wheels, any term or condition in any order or other form or correspondence that is in any way inconsistent with these Terms shall be inapplicable and of no force and effect whatsoever.

1. **Orders.** All orders are subject to Piper Wheels acceptance. This means Piper Wheels may for any or no reason refuse to accept or may cancel or limit any order, or order quantity, whether the order has been confirmed. Your receipt of an order confirmation does not mean our acceptance of your order, nor is it confirmation of our offer to sell. We are simply confirming we received your order. If we cancel an order after you have already been charged, Piper Wheels will refund you the charged amount.
2. **Product Offering.** All Product descriptions on our websites are subject to change at any time without notice, at our sole discretion. We reserve the right to change or discontinue a Product at any time. We have made every effort to display the colors and images of the Products as accurately as possible. We cannot guarantee that your device’s display of any color will be accurate and a true reflection of the physical item upon receipt.

3. **Price.** All prices on our websites are subject to change and exclude applicable tax and shipping. We reserve the right to change pricing at any time or correct pricing errors that may inadvertently occur. All prices are listed in U.S. Dollars.
4. **Special Offers.** From time to time, we may be offering special promotions for some or all our Products, including discounts, limited edition products, or free shipping. These offers may be for a limited time only and Piper Wheels reserves the right to change or discontinue such offers at any time.
5. **Payment.** All orders must be paid in full prior to shipment. We accept most major credit cards issued in the United States provided they are associated with a U.S. billing address. Other forms of payment and/or financing may be available as described on the product page or during the checkout process. Shipment of any order is subject to verification of payment information and availability of funds. We reserve the right to change the available payment and financing options at any time without notice.
6. **Shipping.** Piper Wheels ships solely with FedEx, we may offer other options in the future. Available shipping options will be displayed during the checkout process. Any timeframe provided by Piper Wheels for when the Product(s) may ship or be delivered is a good faith estimate. While we do our best to meet that timeframe, it is not a guarantee. The actual delivery of your order can be impacted by many events, some of which are beyond our control. Piper Wheels cannot be held liable for late deliveries. If you no longer have use for an item due to a late delivery, please contact our Customer Service Department immediately. You can also refer to our return policy for available options.

All risk of loss or damage to the Products shall pass to you, or a person designated by you, upon taking physical possession of the Product(s). Title in the Product(s) shall pass to you when the Product(s) are picked up at Piper Wheels warehouse by the designated shipping carrier. If items are lost or damaged in transit, please contact our Customer Service Department.

7. **Returns.** Except as otherwise stated by Piper Wheels in writing, you may not cancel an accepted order without our prior written consent, which we may withhold in our discretion. For more information on returns, please refer to our return's pages linked at the bottom on our website.

8. **Warranty / Returns / Exchanges.** For more information regarding our warranties, returns, exchanges policy, please refer to the bottom of our website under service.
9. **Not for Resale.** Products sold on our website to the end-user are not for resale. We reserve the right to refuse or cancel any order if we suspect you are purchasing Products for resale.
10. **Dispute Resolution and Applicable Law.** Customer and Piper Wheels agree all disputes regarding Customer's purchase of Products on our website(s) (the "Claim") shall be resolved by binding arbitration, which is an alternative to a trial by jury. The arbitration shall be before a retired Superior Court Judge in Williamson County, Texas, in accordance with the Rules of the American Arbitration Association then in effect ("AAA Rules"). The applicable law shall be Texas Law, without reference to its conflicts of law's provisions, or federal law, as applicable. Customer and Piper Wheels agree any decision by the arbitrator shall be final and binding. The parties agree the arbitration proceeding will be kept confidential and the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, submissions, awards, materials exchanged in discovery) will not be disclosed beyond the arbitration proceedings, except as may be lawfully required in judicial or regulatory proceedings relating to the arbitration, or as specifically permitted by law. This arbitration agreement does not preclude you or Piper Wheels from seeking action by federal, state, or local government agencies.

Neither you nor Piper Wheels may act as a class representative, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

Further, it is agreed that the language in these Terms shall be interpreted as to its fair meaning and not strictly for or against any party. The customer stipulates to personal jurisdiction in Texas and agrees to accept service of process by registered or certified mail.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

11. **Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify and hold Piper Wheels harmless from and against any and all claims, costs, proceedings, demands, losses, defense costs (including, without limitation, reasonable attorney's fees and costs) of any kind or nature arising from the breach of the Terms by you or anyone using your account.

**Severability.** In the event that any provision of these Terms is held or determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed in these Terms.