



Terms and Conditions

- 1. Terms.** Clutch Engineering LLC (Clutch Engineering) accepts payment by Visa, MasterCard, American Express, Wire Transfer, ACH or Net terms via company check on an approved established account, based on a credit review. Orders over \$15,000.00 may be subject to progress payments to be determined on an order by order basis. Accounts that remain inactive for three or more years must reapply for credit.
- 2. Payment.** Orders on approved accounts are payable within 30 days net from the date of invoice via check only. Interest at a rate of 1.5% per month may be charged on overdue accounts. Should legal proceedings and/or collection be necessary, Clutch Engineering shall be entitled to recover all legal costs, including but not limited to, collection and attorney's fees and interest.
- 3. Sales Tax.** Clutch Engineering collects sales tax in Pennsylvania. For deliveries in Pennsylvania sales tax will be charged. To deduct sales tax or establish your tax exemption, a properly executed tax exemption form from Pennsylvania, including tax identification number and authorized signature, must be forwarded for our records. Be advised that "picking up" from our location in Philadelphia, PA constitutes a taxable sale.
- 4. Product Returns.** All returns must have prior authorization. To obtain authorization contact Customer Service. Materials returned without authorization will be refused and returned at the owner's expense. All requests for return must be made within 30 days of the original invoice date (except for cases of potential warranty claims). After obtaining authorization, promptly return the material to the directed address. Returns must be received within two weeks of authorization. All return shipments must be sent by prepaid freight. Clutch Engineering will not accept collect shipments. A 25% restocking charge is applicable to all returns, though additional charges may apply per the manufacturer's policy. Customized parts, including bored to size hubs/gears, special friction segments and custom length driveshaft's, are not returnable. Parts or equipment that have been used are also not returnable unless in warranty. Also, items are non-returnable whenever specified by the sales order.
- 5. Warranties.** Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. Clutch Engineering MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED. Buyer is responsible for installation and use in accordance with manufacturer's instructions. Clutch Engineering personnel are not authorized to alter this policy.
- 6. Freight Policy.** Unless otherwise stated, all orders are shipped FOB – Shipping Point with freight costs and handling fees paid by Clutch Engineering and charged to the Buyer. Clutch Engineering will pass through all manufacturers' shipping charges on "drop shipments." Any request for freight collect shipments must be made at the time of the order and accompanied by the specific account number. Shipments by UPS COD are available on items shipping from Clutch Engineering's warehouse.
- 7. Storage.** If the ordered products are not shipped within fifteen (15) days after notification by Clutch Engineering to the Buyer that they are ready for shipping, Clutch Engineering may store product at Buyer's risk and cost in the warehouse or yard upon Clutch Engineering's premise. The Buyer shall pay all handling, transportation and storage costs upon submission of invoices.
- 8. Technical Information.** Any drawings, models or samples submitted to Clutch Engineering shall remain the property of Clutch Engineering and shall be treated as confidential information. No use or disclosure of such drawings, models or samples or any design or production techniques revealed thereby, shall be made without the express written consent of Clutch Engineering.
- 9. Product Rebuilds.** Products that are rebuilt by The Clutch Engineering Company are rebuilt to the manufacturers' specifications when applicable. Any deviations from manufacturer specifications must be communicated in writing to Clutch Engineering LLC by the customer prior to agreement to rebuild.
- 10. Clutch Engineering Liability.** In no event shall Clutch Engineering be liable for special, incidental or consequential damages that are out of Clutch Engineering's control. Clutch Engineering's liability shall in no case exceed the cost of correcting product defects and/or shipping cost of what was originally contracted.