

TERMS & CONDITIONS FOR USE & SALES

OUR WEBSITE www.hustlehardracing.com

1. Your use of this website and any service contained within constitutes acceptance of these Terms & Conditions.
2. Last update: 29th February 2016.

DEFINITIONS

1. The Company/Seller/We/Us shall mean Hustlehard Racing LLC, 1851 Unit 3B Century Way Boise Idaho 83709 USA, hereinafter referred to as Hustlehard Racing.
2. Any reference to You/Buyer/Purchaser shall mean any person, sole trader, and partnership, business that buys or has agreed to buy our goods.
3. Conditions shall mean these Conditions of Sale.
4. Goods shall mean items of any nature that the Purchaser buys or has agreed to buy from the Company.

CUSTOMER INFORMATION

1. You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.
2. You are responsible for maintaining your own username and password, where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.
3. As a customer you are responsible for your customer account and actions taken within it. If you are aware or suspect that our customer account username and password or other details have become known to a third party, you should inform us immediately.
4. Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use by children.

PAYMENT SECURITY

The payment site uses Secure Sockets Layer (SSL) to ensure secure transmission of your personal data. You should be able to see the padlock symbol in the status bar on the bottom right hand corner of the browser window. The url address will also start with https:// depicting a secure webpage. SSL applies encryption between two points such as your PC and the connecting server. Any data transmitted during the session will be encrypted or scrambled and then decrypted or unscrambled at the receiving end. This will ascertain that data cannot be read during transmission.

PRODUCT PRICING AND TITLE

1. We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at any time up to the shipment of that order and any related items.
2. We reserve the right to alter all product pricing without notice.
3. Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped.

YOUR ORDER

1. When you place an order you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.
2. We will endeavour to fulfil your entire order prior to dispatch, (this may encounter some manufacturing time) unless otherwise instructed any items placed on back order will be supplied as soon as available, unless cancelled by the purchaser.
3. We reserve the right to delay or refuse orders where a transaction contains incomplete details or details

that cannot be verified or where fraud is suspected.

4. If you are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

SHIPPING, CUSTOM DUTY & SALES TAX DUTY

1. All orders received by us are shipped subject to availability.

2. We reserve the right to ship products at a later date where the product ordered is not in stock at the time of purchase.

3. We cannot be held responsible for disruption to shipping caused by industrial disputes or action outside our direct control. If such disruption occurs, you will be offered delivery via an alternative delivery or fulfilment company.

4. The Customer is responsible for, and will indemnify and hold Hustlehard Racing harmless from, any applicable sales, use or other taxes or federal, state or local fees or assessments associated with the order. Customer must claim any exemption from such taxes, fees or assessments at the time of purchase and provide the necessary supporting documentation. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of Hustlehard Racing's costs of collection, including court costs, filing fees and attorney's fees.

5. If you are ordering a product from outside the USA the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore, your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country. Please note we are unable to provide specific advice on customs duties or tariffs. Overseas shipping will be charged at either actual weight or volumetric weight (whichever is the greater).

RETURNS & REFUNDS

1. customer satisfaction is our number one priority, that's how we retain our loyal customer base. If any item that you buy does not meet expectations, then see below for our simple returns and refund policy. However, to exercise this right you must notify us in writing, (email or letter) within 14 working days from the day after you receive your goods.

2. As stated above notification of cancellation must be in writing, a telephone call is not a valid cancellation.

3. No right of cancellation, refund or return exists once you have used your product, unless the product is defective and you are returning it for this reason.

4. Goods that are sealed or shrink-wrapped and this is removed can only be returned if they are defective.

5. No right of cancellation exists for personalised goods or special orders.

6. Please observe the following procedure for all returns to us:

a) On the back of your delivery note or on another piece of paper, (if you no longer have your delivery note), include your order number and the reason for the return.

b) If you are returning your product because it is defective, please state the defect or defects.

c) Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately, we will be unable to issue a refund where the product is in an incomplete state.

7. If the original packaging surrounding the product has been damaged or destroyed we will only issue a refund if the product is being returned due to a defect. If the original packaging of a defective product has been damaged or destroyed, you should ensure that the returned product is adequately packed for shipment back to use.

8. You are responsible for paying any postage or shipping costs incurred when returning the product.

9. We recommend that all returns be sent by registered post, so that a record of the return is available for you.

10. We will not issue refunds for any items lost or stolen in transit to us.

11. Where a return is lost or stolen in transit to us, you should claim compensation from the company that shipped the return.

12. If you fail to return a product to us, we may make arrangements to have the product collected from you.

The cost of this collection will be passed on to you.

13. Unused products may be returned promptly by customers to the address listed below or if notified by us, direct to the Company that supplied the product directly to you. We will let you know which address to send the product to;

Hustlehard Racing, 1851 Unit 3B Century Way, Boise, Idaho, 83709 USA

14. Subject to the above, we will refund the purchase price of a returned product after receipt of the returned item.

15. We will also send out delivery labels to return the product, if incorrectly sent by us or where the product has been returned due to a defect. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including UPS, FedEx, etc.

16. Important: Please do not abuse this policy by ordering multiples of the same or similar items with the intention of returning the majority of the order. We can provide assistance choosing the right size etc., so please contact us and we will be happy to help you with your choice!

17. There is a 10% re-stocking charge on any products returned that are not deemed faulty.

CUSTOMER COMPLAINTS

We endeavour to respond to all customer complaints or queries as soon possible.

WARRANTY

Hustlehard Racing does not offer any warranty implied or otherwise for products sold. Any warranty offered is that of the manufacturer of the product(s) being sold by us. Any product descriptions given by us on our website or other social media are for reference only and do not form any guarantee. Customers should rely on the manufacturer's specifications, reference material and warranty only. The customer thereby accepts that in purchasing any products from Hustlehard Racing, all product warranty is the sole responsibility of the manufacturer. Hustlehard Racing will do everything it can to assist you with any warranty claim that you may have. Your satisfaction is our top priority. Where a Customer experiences a fault with a product it can be returned to HustleHardracing, subject to our returns policy above. This disclaimer does not affect the terms of any manufacturers warranty that they have offered.

EVENTS OUTSIDE OUR CONTROL

Hustlehard Racing shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

LICENCE

1. Hustlehard Racing grants you a licence to access the content, information and services contained within it's website for personal use only.
2. This licence allows you to download and cache (using your browser) individual pages from our website.
3. This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.
4. Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.
5. Our website cannot be placed within the frame-set of another site.
6. Third parties are not allowed to "deep link" to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.
7. The restriction on "deep linking" does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

COPYRIGHT

1. All content, databases, graphics, buttons, icons, logs, layouts and look & feel are the copyright of

Hustlehard Racing, unless expressly acknowledge as otherwise.

2. The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

LIMITATION OF LIABILITY

Under no circumstances shall Hustlehard Racing, its Officers, Directors, Employees, Shareholders, Affiliates or its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, this site or from products purchased by Customer. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Hustlehard Racing has been advised of the possibility of such damage.

Hustlehard Racing will not be responsible for any delays in delivery which result from any circumstances beyond its control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

SEVERABILITY

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

WAIVER

Failure by Hustlehard Racing to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

ENTIRE TERMS & CONDITIONS & CHOICE OF LAW

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of Idaho, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this site shall be filed only in the state or federal courts located in the State of Idaho, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.