

GOKARTS USA[®]

GOKARTS MINIBIKES BUGGIES SCOOTERS ATVs PARTS

please sign and fax back to 707-745-3536 or email to message@gokartsusa.com

Vehicle Assembly

Customer understands that vehicles will be shipped warehouse direct, in a crate and must be un-crated and assembled, setup, engine oil service, tuned and adjusted by Customer at Customer's expense.

NOTE: On assembled units: Customer's mechanic must still un-package, install roll cage, perform engine oil service, and minor tuning and adjusting. The manufacturer's Warranty requires that vehicle assembly and setup be performed by a certified mechanic.

Failure to comply will void your warranty. The warranty covers Parts Only and Labor is not covered under any circumstances. Customer must send parts back for inspection and/or repair or replacement. During the warranty period, the manufacturer's limited warranty covers defects in material and workmanship and does not cover damage due to use, miss-use, improper setup, accidents etc. or normal wear and tear items such as tires, belts, filters, lights, batteries, etc. Customer pays for shipping to and from the manufacturer.

To request support or initiate a Warranty Claim, please complete a Help Request on our website. Please remember, a Warranty Claim is a request for free parts, however, parts can be purchased at any time on our website or by completing a Parts Request.

NON-RETURNABLE

ALL SALES FINAL. We cannot return or exchange the product if you cannot perform as stated above and refuse to let a shop do it for you. Customer understands that vehicles cannot be returned once delivered or un-crated. Customer pays all actual outbound and return shipping, and 30% restocking fee on any returned or refused items.

Customer is responsible for any vehicle registration if needed. To request vehicle registration documents, please complete an MSO Request on our website. Toys like go karts or mini bikes cannot be registered. Contact your local DMV for additional info before ordering. Items cannot be returned due to DMV registration issues.

I have read and agreed to all Ordering Terms and Conditions shown below and included herein

print name

Order number

Signature

Date

ORDERING TERMS AND CONDITIONS

PLEASE READ BEFORE ORDERING

YOU MUST BE EIGHTEEN (18) YEARS OLD OR OLDER TO ORDER FROM THIS WEBSITE

By ordering from Gokarts USA, you are agreeing to all terms and conditions as shown below. These ordering terms are printed on your invoice, accepted and signed electronically by ordering from Gokarts USA.

PURCHASER RESPONSIBILITY:

Please remember that by purchasing a product online, you are responsible for performing the setup that a store or local dealer would normally perform - such as installing/checking the wheels, seats, roll bars, hooking up the fuel line, battery and lights, checking tightness of all nuts and bolts, changing oil, etc. Although we do provide some very good information on our website, occasionally some units may need other routine items checked/adjusted such as cleaning and adjusting the carburetor and fuel tank, checking to ensure wires are well connected, adjusting chain slack and alignment, if needed. Since you are skipping a dealer and saving over half the price of a usual retail customer, you will need to perform the final assembly (as stated above). This will take generally 2-6 hours or more to perform depending on your product and skill level. While we will gladly assist you with any technical questions, support we can give over the telephone is limited. We **STRONGLY RECOMMEND** that a Qualified Mechanic perform the setup of your product. we cannot refund or exchange your unit if you cannot perform these functions or refuse to let a shop do it for you. By placing an order with GokartsUSA you agree to these terms

MECHANIC:

If you are a new enthusiast, welcome to the exciting world of Powersports. You should know that powersport products require substantial mechanical support to uncrate, setup, adjust, maintain, repair and upgrade. This support is required on an ongoing basis. These activities apply to a used product as well as an item brand new out of the box. We strongly recommend that a qualified mechanic perform the setup and all other mechanical operations to keep you product operating properly and safely. Gokarts USA does not provide mechanical services and labor is not covered under manufacturer's warranty under any circumstances. Additionally, manufacturers may require proof that a product was setup by a qualified mechanic in order to provide warranty coverage.

CHANGES TO PRODUCTS:

From time to time, manufacturers or suppliers either raise prices or upgrade the products, and these changes may not be shown on the website immediately. This is why the products may differ slightly from what is shown. However all changes are usually to improve or update the product, and does not lower the quality of the merchandise. Color choices are requests only, subject to availability and cannot be guaranteed.

LIABILITY:

Parts and products ordered from this website should be installed/setup by a qualified mechanic. Consult the manufacturer of the part or product for its proper use and operation. Customer assumes all responsibility for setup and maintaining products and/or equipment in safe operating conditions. Products are to be used only in the manner intended and with proper safety equipment. Purchaser herewith acknowledges (a) GoKarts USA assumes no liability for any misuse of any products sold and (b) Purchaser acknowledges that there is an inherent risk in the operation of Powersports equipment and all products sold on this website and herewith assumes all risk of any injury arising from the operation of any products sold on this website. The customer hereby indemnifies and releases GoKartsUSA and its affiliates from any and all; actions, cost, damages, expenses, liabilities, and attorney fees which could arise from the purchase of one of our products whether or not expenses are caused due to negligence of the distributor, manufacturer, or the seller. The customer hereby agrees to waive any right to exercise any legal actions seeking damages from GoKartsUSA and its affiliates. There is **NO WARRANTY OR LIABILITY EXPRESS OR IMPLIED, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This agreement shall become effective immediately after any purchase of any of our products. The customer has read and agrees to all our order terms, if questions occurred the customer contacted customer support for answers. Any disputes hereunder shall be resolved in the county of contra costa, california.

HOW TO ORDER:

PLACE AN ORDER THROUGH OUR WEBSITE Follow the steps in the shopping cart. Fill out the order form completely making sure that all spaces that apply are filled in and correct to make sure that you receive your order without delay.

TELEPHONE ASSISTANCE Although we cannot take an order by phone, we can assist you in placing an order, call our customer service department at (925) 691-0330 Monday through Friday between 9:00am and 4:00pm PST. Use your Visa, MasterCard or Discover Credit Cards.

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MAIL IN ORDERS Sorry, we do not accept orders by mail.

PAYMENT METHODS FOR ORDERS

CREDIT CARD ORDERING WE SECURITY CHECK ALL CREDIT CARDS. We accept Visa, MasterCard and Discover credit cards. When placing orders, you must have the following information from the credit card: We need the expiration date, the credit card number, the cardholder's phone number for the home & where they can be reached during the day, the credit card owner's name and billing address.

CHECK PAYMENTS can take up to 7 days or more to process. Payments returned by your Bank for NSF may be submitted again within 30 days.

WIRE TRANSFER Large purchases exceeding the credit limit amounts that can be placed on a credit card can be paid via Wire Transfer. ALL **INTERNATIONAL ORDERS** Must be paid via Wire Transfer. In order to avoid delays in shipping your order, please send all International Wire Transfers in GUARANTEED US FUNDS. Sorry, we cannot accept credit card payments on International Orders.

C. O. D. SHIPMENTS We do not ship C.O.D.

HANDLING CHARGE: Some large items may present a small handling charge for a rolling pallet or special packaging materials.

ORDER DELIVERY: Gokarts USA CANNOT GUARANTEE EXACT DELIVERY DATE of an order. Small items are shipped via UPS or Fedex and should arrive within 3-7 business days. Some orders may take longer. You will receive an email notification when your order ships. Customer is responsible shipping to a secure location. Customer can order Express shipping to require a signature at delivery time. Items lost or stolen after delivery will not be refunded and no replacement order will be sent. Customer can file a [claim](#) with the shipping company. Large items are shipped via Truck Freight and may be delivered within 7-10 business days. Delivery time for some items may be longer. The total time to receive your order can be approximately 1-3 weeks or longer during busy times of the year. Order early if you have a specific date requirement.

TRUCK FREIGHT SHIPMENTS: Large items will be shipped to your home, business or the nearest trucking terminal. Tracking numbers are not provided for Truck Freight shipments. The Freight Company will call you to schedule a delivery or pickup. The driver will generally help get your product off of the truck. Be sure to select "lift gate" service on large items if you need it. On heavy merchandise, it's best to have someone available to help unload it and get it into your garage. Some large items cannot be delivered to your home and may require that you pickup the item from the nearest freight terminal. If this is the case, the freight company will place the item on your truck or trailer for you. In some rare areas, there may be an extra charge for home delivery or other services. We will let you know if this applies to your order.

WARNING: Gokarts, Dune Buggies, Mini bikes, and Parts are machinery. They must be maintained and treated accordingly, and can be dangerous. They have moving mechanical parts. You should not have loose clothing, long hair, hands, or other parts of your body around moving parts. Read all manufacturers safety precautions that come with the vehicles. Serious injury or even DEATH can result from operating these vehicles. Customer hereby assumes all risk associated with the setup, operation, use or maintenance of any products purchased. Customer further agrees to release and hold harmless gokarts usa and /or it's employees, owners and affiliates and exempt from any liability for any injury or loss as a result of operating any products purchased. Customer hereby agrees to follow all safety, setup, operation, maintenance and warranty information or procedures, printed or otherwise provided by the manufacturer. If this information is not shipped directly with the product, customer agrees to contact manufacturer to obtain the information. Customer is responsible for obtaining all safety, setup, operation, maintenance and warranty information, if any, directly from the manufacturer.

SETUP AND MAINTENANCE: Product assembly and/or setup is not provided by GokartsUSA. Customer is responsible for all product assembly, setup and maintenance. Customer hereby agrees to have a qualified mechanic perform final assembly, setup and maintenance of your product. Our products are shipped directly to the customer from the manufacturer distribution warehouse. As such, the customer is responsible for all final product assembly and setup, as well as normal maintenance and repair at customer's own expense. GokartsUSA recommends and customer hereby agrees to have a qualified technician assemble and setup any product purchased on this website. GokartsUSA will, upon customer's request, ship product to a Service Center of customer's choosing. Failure of customer to have a qualified technician perform setup could void warranty. If a setup or maintenance task is beyond the expertise of the customer, then the customer agrees to seek the services of a competent professional mechanic at his own expense. No labor charges for product setup, maintenance or repair shall be covered under warranty. Incorrect procedures or performance of procedures by persons not qualified can result in product damage and may void any warranty. We cannot refund or exchange your unit if you cannot perform these functions or refuse to let a shop do it for you.

BACK ORDERS: If we are out of the item, part or parts that you ordered, we may back order the part. Back orders are noted on your invoice. If an item is on back order for more than 7 to 10 days, we will notify you by e-mail. If the part is not available we will issue you a full refund on the parts not shipped. In some cases you may be charged an additional shipping charge for the back order shipment.

WARRANTY: No warranty, express or implied is provided by Gokarts USA. Some products may carry a warranty

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from the manufacturer. Any warranty offered by a manufacturer is from that manufacturer and not GokartsUSA. GokartsUSA will assist any customer should a warranty issue arise. For products whose manufacturer offers a warranty, that warranty shall cover defective Parts Only and not labor. Warranty does not cover shipping. All warranty procedures that the manufacturer requires must be followed, no exceptions. Any part or accessory that is covered by a warranty MUST be returned to the manufacturer for inspection BEFORE an exchange can be issued. Customer pays for shipping of parts to and from the manufacturer. Contact GoKartsUSA for details and further instructions if you think you have a warranty situation BEFORE you do anything. Any warranty that comes with a vehicle spells out the warranty and time periods. If you have any questions call GoKartsUSA and we will help with the warranty.

HELP REQUEST: If you feel you may have a warranty situation, please complete a Help Request in the customer service section of our website. Follow the instructions completely. We will assign an Adviser to assist you. This is the best Ticket. Please note, no action will be taken on your help ticket until you call us.

RETURNS: You may return most items (except vehicles, kits, special order items, or items marked on our website as non-returnable) for a prompt refund. Items returned within 21 days of delivery will be credited in the same form as the original payment type or store credit redeemable on future purchases. Returned items must be received in our warehouse within 14 days after return initiation. Items must be returned in new or unused condition in original packaging and contain all original materials included with shipment. Complete a Return Request (RMA) in the Customer Service section of our website to obtain a Return Merchandise Authorization (RMA) number prior to returning any item. The RMA number must be displayed on the outside of the package. No return will be accepted unless the RMA number is displayed. We will provide you with the correct return address for your particular item(s) when we process your RMA Request. Items sent to the Wrong Address will not receive a refund. All returns must be shipped freight prepaid by the customer. No return shipment will be accepted unless the freight has been prepaid by the customer. Returns shipped freight collect will be refused and returned to the customer, or discarded. After inspecting the returned merchandise, we will reimburse the purchase price of the item, less all actual shipping costs. No refund shall be issued on damaged or used items. All items are subject to a restocking fee.

RETURN FEES:

If you refuse delivery, miss your delivery appointment or return a non-defective, undamaged or incorrectly assembled product, you will be charged for all original and return shipping costs. Items returned as damaged or defective are inspected and tested upon arrival. Items may also incur a 20% restocking fee. Returns accepted as a courtesy for non-returnable items may incur up to a 50% Restocking charge. No item may be returned if unpacked, assembled, had fuel installed or operated. No returns after 21 days of delivery. Return shipping fees range anywhere from \$100 to \$695, depending on the size and weight of the item. Return shipping fees should be paid directly to the freight carrier in advance. If not paid in advance, your return may be refused and/or shipping fees may be deducted from your refund after the item is received at our warehouse.

Items cannot be returned once they are opened, unpackaged, assembled, used, had fuel installed, damaged, or altered. The customer is responsible for all shipping, handling, and restock fees on all Go Karts and Minibikes canceled, refused or returned after they are shipped. Large items such as Dune Buggies CANNOT BE RETURNED. Although we may provide free shipping on many large items, these items are very costly to ship. All Sales Final on Dune Buggies.

CANCELLATIONS: Customer acknowledges and understands that Gokarts USA has incurred expenses in processing customer's order. If you cancel your order for any reason, there is no cancellation fee if your order has not been processed. Processed orders cancelled by the customer prior to shipping may incur a 6% cancellation fee. A restock charge may apply on some items and special order items cancelled prior to shipping. Orders cancelled by the customer after an order has shipped will be refunded less all actual outgoing and return shipping charges plus restocking fee.

REFUSED SHIPMENTS: Customer will be charged all actual destination and return shipping charges on refused shipments. All refused shipments or returned items are subject to a restock fee. Customer is responsible for all shipping charges, including shipping charges on parts that the customer orders incorrectly and orders canceled after shipping. No returns will be accepted on used, damaged, altered OR SPECIAL ORDERS. Merchandise returned to GoKarts USA will be returned to you at your expense or discarded & no credit will be issued.

SHIPPING DAMAGE: The Packaging is designed to absorb damage and protect the merchandise. Minor damage, scratches missing items can be easily handled. Just complete a Help Request and we will send touch-up paint and/or other items. When you receive your order and there is major damage to the merchandise, please tell the delivering carrier and have them note this on their freight bill. This will protect you if you have to make a claim.

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ALL DAMAGE CLAIMS MUST BE HANDLED BY YOU DIRECTLY WITH THE DELIVERING CARRIER. They are responsible for shipping damage, not GoKartsUSA. We will assist you with a damage claim. Before signing the shipping receipt at the time of delivery, carefully open the package and inspect items for any major damage or defects. Upon delivery, if you notice any major damage or defects, you must note them on the shipping receipt and refuse delivery before the delivery person leaves. Do not accept delivery unless you intend to keep the product as shipped. Please notify Gokarts USA immediately. Items returned will be inspected for damage and any refund or credit will be issued, less any Return Fees. Items returned or refused due to minor damage/scratches or non-defective, undamaged items will be charged all shipping and return fees as appropriate.

CREDIT CARD CHARGE-BACK POLICY: By purchasing a product from GoKarts USA, the customer agrees to waive his rights to file a charge-back under any circumstance. The customer will handle all issues with our customer service representatives in accordance with all GoKarts USA policies. Charge-backs are expensive and very time consuming for both ourselves and our customers. Issues can be resolved in a timely fashion by allowing our advisers to work with you.

BREACH OF CONTRACT: These terms and conditions serve as the only and final agreement between GokartsUSA and the customer. In the event the customer breaches this contract, the customer agrees to pay any and all costs associated with removal of any negative public communication, images, or material that violate the law regarding GoKartsUSA, its employees, affiliates and its associates; including but not limited to any legal and associated costs.

WE RESERVE THE RIGHT TO CORRECT CATALOG & WEBSITE ERRORS. GokartsUSA does our best to make sure that information and photographs posted on our website are accurate. Sometimes manufacturers make changes to a product before we are able to post updated information on our website. When changes to products are brought to our attention, we will make a diligent effort to update our website, however, we cannot be responsible for errors or omissions posted on our website.

PRICING POLICY: Prices and specifications in the catalog and on this website are subject to change without notice and supersede previous catalog & website prices and specifications. If there is a small price increase, we will adjust your order accordingly. On major changes, we will contact you before your order is shipped to inform you of the changes.

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