

# **ROUSH PERFORMANCE**

## **Terms and Conditions of Sale**

Thank you for choosing ROUSH Performance for your automotive performance parts needs, we sincerely appreciate your business.

### **GENERAL INFORMATION ABOUT OUR PRODUCT(S)**

In the Motorsports industry the ROUSH® name equates to quality, high powered performance which translates to the automotive performance products ROUSH Performance offers you, our customer. Because many of our product offerings are only for specific applications, please make sure that the product you order is for the make and model of vehicle you intend to install it on. You are responsible for inspecting each product you purchase and receive from us before installation.

**ONCE YOU INSTALL OR PAINT ANY PRODUCT, IT IS NOT RETURNABLE.** Unless otherwise noted, all products are sold as individual pieces. For purposes of these terms and conditions of sale, the term “Product(s)” will mean individually and collectively the following automotive performance goods: ROUSH® Part(s), ROUSH® Wheels, ROUSHChargers® and ROUSH® Crate Engines.

### **TEXT, PRICING AND PHOTOGRAPHS**

Typographical errors in text, content, pricing and photographs of Product(s) on this website may occur and will be corrected by ROUSH Performance when brought to its attention.

### **ORDERING INFORMATION**

#### **HOW TO ORDER PRODUCT(S)**

Retail orders for Product(s) can be placed either through this website, calling ROUSH direct at 800.59.ROUSH (800.59.76874) or any ROUSH® dealer listed on our dealer locator <http://www.ROUSHperformance.com>. Professional body shops or non-ROUSH® dealers should contact ROUSH direct at 800-59.ROUSH, or a local wholesale distributor, also listed on our website <http://www.ROUSHperformance.com>, that sells ROUSH® Product(s). To add a Product(s) to your cart, first click the picture of the Product(s) or the no-photo available phrase. This will take you to a screen where the Product(s) can be added to your cart. Repeat this process until you have added all Product(s) you desire to purchase to your cart, then begin the checkout process.

#### **PAYMENT TERMS**

- Orders placed through this website must be paid for in full using a VISA, MasterCard or American Express credit card. Sorry, no C.O.D. orders can be accepted for any customer. Please be aware that debit cards have daily and purchase limits, therefore, if either of these is exceeded our website will decline your order and you will be sent an e-mail notifying you of an order processing concern.
- ROUSH's computer system prints only the Product(s) shipped on your packing list. ROUSH will only charge you for the Product(s) you receive; however the full shipping amount for your order is charged once one Product(s) on your order ships.

#### **SALES TAX**

All orders billed or shipped to a Michigan address will be charged a 6% sales tax. All orders billed or shipped to an address in the state of Washington will be charged the applicable sales tax.

**SHIPPING & HANDLING COSTS/SHIPPING/ RISK OF LOSS**

<p><b><u>CALCULATION OF SHIPPING &amp; HANDLING.</u></b> These charges are based on the value of the Product(s) you order, with additional charges for oversized or heavy items. (See Shipping/Handling Chart to the right. Note this Chart is subject to change without notice.)</p>	<p><b><u>2010 SHIPPING AND HANDLING CHARGES</u></b></p>																																																				
<p>We only accept orders for delivery to a street address in the continental United States. We do not accept orders for delivery to Alaska, Hawaii, or countries other than the United States, nor do we ship to APO or FPO addresses.</p>	<p>Effective: 5/1/10</p>																																																				
<p><b><u>SHIPPING.</u></b> Most orders will be shipped within 72 hours of receipt if the Product(s) is in stock and is placed during our normal business hours of 8:00 am – 5:00 pm (Eastern Standard Time) Monday thru Friday. Orders placed during holidays, weekends or outside of our normal business hours will be processed approximately within 72 hours on the next business day. <b>PLEASE NOTE; OUR SHIPPING TERMS DO NOT INDICATE WHEN PRODUCT(S) WILL ARRIVE AT THEIR FINAL DESTINATION –ONLY WHEN THEY ARE EXPECTED TO BE PACKED AND READY TO LEAVE OUR WAREHOUSE BY A CARRIER.</b></p>	<table border="1"> <thead> <tr> <th style="text-align: center;">Order Value</th> <th style="text-align: center;">2010 Rates</th> </tr> </thead> <tbody> <tr><td>\$1.00 to \$50.00</td><td style="text-align: right;">\$6.50</td></tr> <tr><td>\$50.01 to \$100.00</td><td style="text-align: right;">\$11.00</td></tr> <tr><td>\$100.01 to \$150.00</td><td style="text-align: right;">\$13.00</td></tr> <tr><td>\$150.01 to \$200.00</td><td style="text-align: right;">\$24.00</td></tr> <tr><td>\$200.01 to \$300.00</td><td style="text-align: right;">\$31.00</td></tr> <tr><td>\$300.01 to \$400.00</td><td style="text-align: right;">\$37.50</td></tr> <tr><td>\$400.01 to \$500.00</td><td style="text-align: right;">\$46.00</td></tr> <tr><td>\$500.01 to \$600.00</td><td style="text-align: right;">\$55.00</td></tr> <tr><td>\$600.01 to \$700.00</td><td style="text-align: right;">\$60.50</td></tr> <tr><td>\$700.01 to \$800.00</td><td style="text-align: right;">\$66.00</td></tr> <tr><td>\$800.01 to \$900.00</td><td style="text-align: right;">\$71.50</td></tr> <tr><td>\$900.01 to \$1000.00</td><td style="text-align: right;">\$79.00</td></tr> <tr><td>\$1000.01 to \$1200.00</td><td style="text-align: right;">\$88.00</td></tr> <tr><td>\$1200.01 to \$1400.00</td><td style="text-align: right;">\$101.00</td></tr> <tr><td>\$1400.01 to \$1600.00</td><td style="text-align: right;">\$112.50</td></tr> <tr><td>\$1600.01 to \$1800.00</td><td style="text-align: right;">\$123.50</td></tr> <tr><td>\$1800.01 to \$2000.00</td><td style="text-align: right;">\$132.50</td></tr> <tr><td>\$2000.01 to \$2500.00</td><td style="text-align: right;">\$165.50</td></tr> <tr><td>\$2500.01 to \$3000.00</td><td style="text-align: right;">\$193.00</td></tr> <tr><td>\$3000.01 to \$3500.00</td><td style="text-align: right;">\$209.50</td></tr> <tr><td>\$3500.01 to \$4000.00</td><td style="text-align: right;">\$226.00</td></tr> <tr><td>\$4000.01 to \$4500.00</td><td style="text-align: right;">\$242.50</td></tr> <tr><td>\$4500.01 to \$5000.00</td><td style="text-align: right;">\$259.00</td></tr> <tr><td>\$5000.01 to \$5500.00</td><td style="text-align: right;">\$275.50</td></tr> <tr><td>\$5500.01 and up</td><td style="text-align: right;">\$289.00</td></tr> </tbody> </table>	Order Value	2010 Rates	\$1.00 to \$50.00	\$6.50	\$50.01 to \$100.00	\$11.00	\$100.01 to \$150.00	\$13.00	\$150.01 to \$200.00	\$24.00	\$200.01 to \$300.00	\$31.00	\$300.01 to \$400.00	\$37.50	\$400.01 to \$500.00	\$46.00	\$500.01 to \$600.00	\$55.00	\$600.01 to \$700.00	\$60.50	\$700.01 to \$800.00	\$66.00	\$800.01 to \$900.00	\$71.50	\$900.01 to \$1000.00	\$79.00	\$1000.01 to \$1200.00	\$88.00	\$1200.01 to \$1400.00	\$101.00	\$1400.01 to \$1600.00	\$112.50	\$1600.01 to \$1800.00	\$123.50	\$1800.01 to \$2000.00	\$132.50	\$2000.01 to \$2500.00	\$165.50	\$2500.01 to \$3000.00	\$193.00	\$3000.01 to \$3500.00	\$209.50	\$3500.01 to \$4000.00	\$226.00	\$4000.01 to \$4500.00	\$242.50	\$4500.01 to \$5000.00	\$259.00	\$5000.01 to \$5500.00	\$275.50	\$5500.01 and up	\$289.00
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<p>ROUSH® ships most orders via 3-5 day ground service. Oversized or heavy orders are shipped 7-10 days by common carrier. <b>Express delivery is not available through our website.</b> Please contact ROUSH direct at 800.59.ROUSH (800.59.76874) or a ROUSH® dealer in your area for express shipping, assistance, pricing and options that are not available through our website. Please inspect your package for damage before accepting it. When shipping damage has occurred, please file a claim with the carrier.</p>	<p><b><u>Oversized Rates:</u></b>                  Fascia &amp; Body Kits (internet residential delivery): \$195                   Fascia, Body Kits &amp; 2010&amp;up Rear Valance (WD/Dealer or internet business delivery): \$125.00                   Wheels: \$25.00                  Wheel/Tire Combo: \$35.00                  Exhaust kits: \$50.00</p>																																																				
<p><b><u>CANADIAN CUSTOMERS</u></b>                  For our Canadian customers and others outside the continental United States, please contact ROUSH direct at 800.59.ROUSH (800.59.76874) or a ROUSH® dealer in your area for pricing and shipping information, as these orders are subject to additional shipping, brokerage, and GST/VAT fees or charges.</p>																																																					

**ORDER STATUS**

To check on the status of your order please call our **Customer Service Center at 800.59.ROUSH (800.59.76874).**

**DELIVERY SHORTAGE**

If you receive your order and there is a discrepancy between the packing slip and the Product(s) contained in your package, **you must notify ROUSH within two (2) business days of the receipt of your order.** You must provide ROUSH with a copy of your order's packing list so we can investigate your claim. **NO SHORTAGE CLAIM WILL BE HONORED IF ROUSH IS NOT NOTIFIED WITHIN TWO BUSINESS DAYS OF YOUR RECEIPT OF YOUR ORDER.** ROUSH will ship all valid shortage claims to you by same mode of transport as your original order.

## RETURNS / EXCHANGES

**Except for Product(s) purchased from ROUSH® Overstock, WHICH ALL SUCH SALES ARE FINAL AND CANNOT BE RETURNED OR EXCHANGED, all other Product(s) returns or exchanges are subject to the following terms:**

- If you need to make a return for any reason, please complete the RETURN Form enclosed in your package. Click [RPP Parts Return Form](#) to print a PDF copy of the RETURN Form. The original purchaser must return the Product(s) to ROUSH® prepaid, with the original ROUSH Product number clearly marked on the outside of the package. All Product(s) returns MUST be returned in their original packaging in order to receive credit. For your protection, insure the package for its full retail value. ROUSH reserves the right to require you to provide proof of return shipment, in the form of a receipt, in order to process your credit.
- When we receive your returned package, a ROUSH representative will inspect the returned Product(s), verifying quantity and condition. (See "Return Exemption" below.) Once ROUSH has completed an inspection to its satisfaction, ROUSH will issue a credit (**less a 15% restocking fee**) on that returned Product(s) found to have no defects.

## ROUSH WILL NOT:

- accept a return if the Product(s) has been installed, painted, or modified in any way, shape, or form.
- accept returns on any order(s) over 30 days from the date you receive your order.
- refund the original shipping charges if the Product(s) is returned for any reason other than DAMAGED.

You **MUST** keep all of your paperwork until you have received credit for your return.

## LIMITATION OF LIABILITY

**ROUSH DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES IDENTIFIED IN THESE TERMS AND CONDITIONS OR THE SPECIFIC PRODUCT(S) LIMITED WARRANTY, IF ANY, (AVAILABLE BY CLICKING THE SPECIFIC ROUSH® PRODUCT(S) IDENTIFIED BELOW), INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR ANY PRODUCT(S) NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF WINNINGS, EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OF SALE, ROUSH WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, DIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OR USE OF A PRODUCT(S), ROUSH IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE SPECIFIC PRODUCT(S), REGARDLESS OF ANYTHING STATED IN THESE TERMS AND CONDITIONS OR THE SPECIFIC PRODUCT(S) WARRANTY TO THE CONTRARY, IF ANY, THE REMEDIES IDENTIFIED THEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.**

## ROUSH PRODUCT(S) WARRANTY INFORMATION

[CLICK TO SEE APPLICABLE WARRANTY COVERAGE FOR PRODUCT\(S\)](#)

- **ROUSH® PARTS AND ACCESSORIES** (Page 1-2)
- **ROUSH® OVERSTOCK PARTS AND ACCESSORIES** (Page 3)
- **NON-ROUSH® PARTS AND ACCESSORIES** (Page 4)
- **ROUSH® WHEELS** (Page 5-6)
- **ROUSH® Exhaust** (Page 7-8)
- **ROUSHCHARGER® (401633 INTERCOOLED BLOWER for Applications: 2004-2007 Ford F-150 5.4L Engine)** (Page 9-12)
- **ROUSHCHARGER® (420112, 420114, 420116 BLACK BLOWER AND 420113, 420115, 420117 CHROME BLOWER AND 403309 NONPOLISHED BLOWER AND 403310 POLISHED BLOWER for Applications: 2005-2010 Mustang 4.6L 3V Engine)** (Page 13-16)
- **R2300 ROUSHCHARGER® (404082 SHORT BLOCK AND BLOWER ASSEMBLY)** (Page 17-19)
- **R2300 5.0L ROUSHCHARGER® (421142 CALIBRATED 5.0L KIT)** (Page 20-22)
- **ROUSH® COMPETITION PRODUCTS** (Page 23)
- **ROUSH® CRATE ENGINE ASSEMBLY – WITHIN THE US AND CANADA** (Page 24-28)
- **ROUSH® CRATE ENGINE ASSEMBLY – PERFORMANCE STATEMENT OUTSIDE THE US AND CANADA** (Page 29-32)

**PRODUCT(S) ARE SUBJECT TO THE LIMITED WARRANTY, IF ANY, IN EFFECT AT THE TIME YOU PLACE YOUR ORDER.**

**ENTIRE AGREEMENT; GOVERNING LAW.**

**THE PARTIES AGREE THAT THESE TERMS AND CONDITIONS, WHICH INCORPORATE BY REFERENCE THE APPLICABLE PRODUCT(S) LIMITED WARRANTY, IF ANY, CONSTITUTE THE ONLY AND ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN ROUSH AND YOU FOR ANY PRODUCT(S) PURCHASED FROM ROUSH. FURTHER, EACH OF US AGREE THAT ANY CLAIM, DISPUTE, INTERPRETATION OR CONTROVERSY ARISING FROM OR RELATING TO, WITHOUT LIMITATION, THESE TERMS AND CONDITIONS, A SPECIFIC PRODUCT(S) LIMITED WARRANTY, THE PRODUCT(S) YOU PURCHASE THROUGH THIS WEBSITE OR OTHERWISE, OR OUR ADVERTISING WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, EXCLUDING ITS CONFLICTS OF LAWS RULES.**