

SECURE SHOPPING TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE GOVERN YOUR PURCHASES OF PRODUCTS FROM DRIVN Industries, LLC (“COMPANY”). EVERY TIME YOU MAKE A PURCHASE ON OUR SITE, YOU ACKNOWLEDGE AND ACCEPT THESE TERMS AND CONDITIONS OF SALE. Every order you place through the Company will be deemed your offer to purchase our products. We may accept your offer either through an e-mail confirmation or through shipment of the items you requested. Our acceptance of each offer as specified is expressly subject to and conditioned on your acceptance of these (and only these) Terms and Conditions of Sale.

SHIPPING INFO

Please allow 24-48 hours for processing time.

For domestic orders we use the United Parcel Service (UPS). We ship from North Carolina at 2:00 pm processing all orders received by that time. Orders that are shipped using ground service characteristically take up to 6 business days depending upon the distance from North Carolina. We also use the United Parcel Service for all APO/FPO and P.O. Box packages that weigh less than one pound. Delivery time on these packages is up to 10 business days depending upon the distance from NC.

For all APO/FPO and P.O. Box address's over one pound we use the United States Postal Service (USPS). These orders can take up to 10 business days depending on the distance from NC.

For all international orders we give the customer the option to ship UPS Expedited which takes up to 5 business days for delivery and United States Priority Mail International which can take up to 10 business days. Duties and Taxes Orders shipping to destinations outside the United States may incur duties and taxes. If duties and taxes are imposed they are due at the time of delivery. Consult your local customs office for more information on your Country's duties and taxes.

SHIPPING RATES

UPS INTERNATIONAL EXPEDITED

ORDER AMOUNT	ALL COUNTRIES	SHIPPING TIME
\$1-24.99	\$30.99	UP TO 5 BUSINESS DAYS
\$25-\$49.99	\$35.99	UP TO 5 BUSINESS DAYS
\$50-\$74.99	\$40.99	UP TO 5 BUSINESS DAYS
\$75-\$99.99	\$45.99	UP TO 5 BUSINESS DAYS
\$100-\$149.99	\$50.99	UP TO 5 BUSINESS DAYS
\$150-\$199.99	\$55.99	UP TO 5 BUSINESS DAYS
\$200+	\$65.99	UP TO 5 BUSINESS DAYS

USPS PRIORITY INTERNATIONAL

ORDER AMOUNT	ALL COUNTRIES	SHIPPING TIME
\$1-\$24.99	\$23.99	UP TO 10 BUSINESS DAYS
\$25-\$49.99	\$26.99	UP TO 10 BUSINESS DAYS
\$50-\$74.99	\$29.99	UP TO 10 BUSINESS DAYS
\$75-\$99.99	\$32.99	UP TO 10 BUSINESS DAYS

\$100-\$149.99		\$35.99	UP TO 10 BUSINESS DAYS
\$150-\$199.99	\$32.99	\$38.99	UP TO 10 BUSINESS DAYS
\$200+	\$38.99	\$44.99	

UPS GROUND (Domestic US Only)

ORDER AMOUNT	SHIPPING COST	SHIPPING TIME
\$1-24.99	\$5.99	UP TO 6 BUSINESS DAYS
\$25-\$49.99	\$9.99	UP TO 6 BUSINESS DAYS
\$50-\$74.99	\$12.99	UP TO 6 BUSINESS DAYS
\$75-\$99.99	\$15.99	UP TO 6 BUSINESS DAYS
\$100-\$149.99	\$18.99	UP TO 6 BUSINESS DAYS
\$150-\$199.99	\$23.99	UP TO 6 BUSINESS DAYS
\$200-\$249.99	\$26.99	UP TO 6 BUSINESS DAYS
\$250-\$299.99	\$29.99	UP TO 6 BUSINESS DAYS
\$300-349.99	\$32.99	UP TO 6 BUSINESS DAYS
\$350+	\$42.99	UP TO 6 BUSINESS DAYS

UPS EXPRESS (Domestic US only)

ORDER AMOUNT	SHIPPING COST	SHIPPING TIME
\$1-\$24.99	\$28.99	1-2 BUSINESS DAYS
\$25-\$49.99	\$31.99	1-2 BUSINESS DAYS
\$50-\$74.99	\$34.99	1-2 BUSINESS DAYS
\$75-\$99.99	\$37.99	1-BUSINESS DAY
\$100-\$149.99	\$40.99	1-2 BUSINESS DAYS
\$150-\$199.99	\$43.99	1-2 BUSINESS DAYS
\$200-\$249.99	\$46.99	1-2 BUSINESS DAYS
\$250-\$299.99	\$49.99	1-2 BUSINESS DAYS
\$300-\$349.99	\$52.99	1-2 BUSINESS DAYS
\$350+	\$62.99	1-2 BUSINESS DAYS

MONEY MATTERS

All prices we show on this site are subject to change without notice. Prices stated at beginning of shipment apply. Applicable taxes or shipping and handling charges are not included in the product prices, but all such charges will be added to your invoice and will be visible at Check Out before you complete your purchase. Information about our shipping and handling rates is available under each product description, at Check Out, or you can click here. We arrange for shipment of products purchased on the site, but we are not liable for delays in shipments as shipping schedules are estimates and cannot be guaranteed. If for some reason we can not ship your products within thirty (30) days, we will provide you with notice and an estimate of time for delivery and an option for refund, substitute goods (at our discretion) and/or to maintain the order. You know we trust you, but all payments (including shipping and handling charges) must be received by Company prior to shipping – no C.O.D.s! We accept payment only by the following methods: Amex, Master Card, Visa and Discover. Please don't send cash or personal checks.

DRIVN Ind. RETURN POLICY

You cannot return or exchange your items if there is no noticeable defect or damages to the product, all sales are final unless the product itself is somehow damaged. Items that have been worn or washed will not be accepted for an exchange or refund. Write a detailed note, on your invoice explaining your return preference (refund or exchange). Once we receive your package we will make the necessary corrections and your package will be shipped back to you that day. It will take anywhere from 5-7 business days for you to receive it. If you have any further questions feel free to contact us at customerservice@DRIVNindustries.com.

*Please Send All Returns To:
6601 Swallowtail Lane,
Raleigh, NC 27613

CREDIT CARD SECURITY

We want you to feel safe and secure when you shop with us at www.DRIVNindustries.com. Please see our Privacy Policy to understand how we take care of your personal information. Of course, as you're shopping with us online, you may give us your credit card information, and we take the responsibility of caring for that information very seriously. If your credit card company can verify that your credit card has been used in an unauthorized manner on our web site, we will recompense you for any amount your credit card company does not cover, with a limit of \$50. (See the next section for an explanation of why our limit is \$50.) We have taken several steps to make sure that your personal information is highly secure. Our secure servers protect your information using advanced encryption and firewall technology throughout the ordering process. Most browsers will show a lock icon in the bottom status bar on secure pages. Look for this icon on any web page that asks for your personal information. We also use state-of-the-art Secure Sockets Layer (SSL) encryption to protect your personal information from unauthorized use.

Of course, the site isn't the only place to order the stuff you'll find on the site. If you'd rather not give us your credit card information online, you can always place an order by calling toll free (206) 339-2466, where you'll find a happy, friendly Customer Service Representative waiting to take your call, from 9:00 a.m. to 5:00 p.m., Monday through Friday. If you do not have your called answered immediately, feel free to leave your contact info and a representative will call you back within 24 hours. You can also e-mail us with any questions at customerservice@DRIVNindustries.com.

- All transmissions of secure information will occur with 128 bit encrypted packets
- Credit Cards and Expiration Dates will be stored temporarily and encrypted on our secure server
- We charge your card only upon shipment of your products, at which point we permanently delete your card number

COMPANY SECURE SHOPPING GUARANTEE

The Company Secure Shopping Guarantee helps to protect you against unauthorized charges on your credit card. We know that it is important that you have the same confidence when you use your credit card online as you do when you order by telephone. That's why we offer the Company Secure Shopping Guarantee to help protect you from credit card theft or misuse. In the event that you discover unauthorized charges on your credit card within sixty (60) days after your purchase, please do the following:

1. Promptly contact your credit card company and report the unauthorized charges. You should ask to speak to a representative of the company's fraud department, who will inform you of the company's fraudulent claims process and determine whether or not to charge you a personal liability fee.
2. If your credit card company: (a) determines that the charges were fraudulent charges resulting from your online purchases at Company, and (b) states that you will be held liable for any of the unauthorized charges, please contact us immediately as set forth below.
3. For your convenience, you may contact us by email at customerservice@DRIVNindustries.com, or by regular mail (we suggest registered mail). In order to help you, please provide the following information: name, daytime telephone number (including area code), billing address, and a copy of the credit card statement in question (please circle or otherwise clearly denote fraudulent charges). Mail your letter to:

DRIVN Industries, LLC

DRIVN Ind. WORLD HEADQUARTERS
6601 Swallowtail Lane, Raleigh, NC 27613

4. For security purposes, our fraud department will confirm receipt of your claim.
5. If we determine that the fraudulent charges resulted through no fault of your own, and that your credit card company has, nonetheless, held you liable for such charges (generally, they do not hold you liable for more than U.S. \$50.00), we will issue a credit to your credit card account up to a maximum of U.S. \$50.00 and send you a letter confirming such credit reimbursement.

FAIR CREDIT BILLING ACT

Here's why we have that \$50 limit. Thanks to the Fair Credit Billing Act, your credit card company or your bank can not hold you responsible for an amount higher than \$50 of unauthorized or otherwise fraudulent charges made to your credit card. Liability on a debit card can be greater, but check with your bank because most of them grant the same \$50 limit to debit cards.

CHANGES OR CANCELLATIONS

Any item additions, quantity changes, or specification changes made to orders we have accepted will generate a new acknowledgment for the entire order and a new scheduled shipping date. All sales are final; provided, however, item cancellations and quantity reductions may be made at least five (5) days before the scheduled shipping date. We may cancel any accepted order before shipment without liability, including, without limitation, if our credit card department does not approve your credit or if there are any other payment-related problems.

Shipping Info

For domestic orders, we use the United States Post Office 1st Class. We ship from North Carolina at 2:00 p.m., processing all orders received by that time. 1st Class characteristically takes from 3 to 8 days, depending upon the distance from NC.

COLORS

We display colors of our products on our site as accurately as we can, but the actual color you see depends on the accuracy of your own monitor, which we cannot guarantee. Products may vary slightly or not at all from the images on our site.

LIMITED WARRANTIES

We warrant that there will be no material defects in workmanship, materials, operation or finish for the products for one (1) month from the date of your purchase. This warranty will not apply to subsequent owners, or for defects due to fire, casualty, forces of nature, failure to exercise customary maintenance of the products, or the consequences of uses other than those for which the product was intended.

Our only liability under such warranties, whether in tort, contract or otherwise, will be, at our option, to repair or replace the products, or to refund the amounts paid for products returned to us. IN NO EVENT WILL WE BE LIABLE FOR MORE THAN WE WERE PAID FOR THE PRODUCTS. We have no liability to pay any costs for repairs performed by anyone other than us, unless in each instance we have given our written approval prior to any third party repair.

EACH OF THESE LIMITED WARRANTIES IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES MADE TO YOU, EXPRESS OR IMPLIED, AND DRIVN Industries, LLC HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM THE USE OF A PRODUCT.

To obtain information about or to make a claim concerning performance of a warranty obligation you must contact us by phone at (206) 339-2466 or by mail at the address listed above.

OTHER STUFF

We reserve the right to furnish materially equivalent substitutions for materials which cannot be obtained in sufficient quantities, or to cancel the excess portion of the order. We shall not be in default if delivery is delayed or rendered impossible by forces of nature, war, civil commotion, governmental action, terrorism, fire, storm, flood, explosion, strikes, walkouts, other industrial disturbances, utility, services or transportation interruptions, or any other cause beyond our reasonable control. We may revise or modify products, product information or pricing without notice. We are not responsible for typos, fax or printing errors.

These Terms and Conditions of Sale will be governed and interpreted pursuant to the laws of the State of North Carolina, United States of America, for contracts to be executed and fully performed therein and notwithstanding any principles of conflicts of law. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. You specifically consent to personal jurisdiction in the State of North Carolina in connection with any dispute between you and Company arising out of these Terms and Conditions of Sale or pertaining to the subject matter hereof. The parties to these Terms and Conditions of Sale each agree that the exclusive venue for any dispute between the parties arising out of these Terms and Conditions of Sale or pertaining to the subject matter thereof will be in accordance with the provisions of the Terms of Use. You irrevocably waive all rights to bring or participate in any class action suits or claims regarding the matters related hereto. If any part of these Terms and Conditions of Sale is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms and Conditions of Sale constitute the entire agreement among the parties relating to this subject matter. To the extent a purchase order, confirmation letter, or other communication is inconsistent with these Terms and Conditions of Sale, these Terms and Conditions of Sale will govern, unless expressly agreed in writing otherwise by an executive officer of the Company (i.e., regular employees cannot bind the Company). Last updated: December 10th, 2008.