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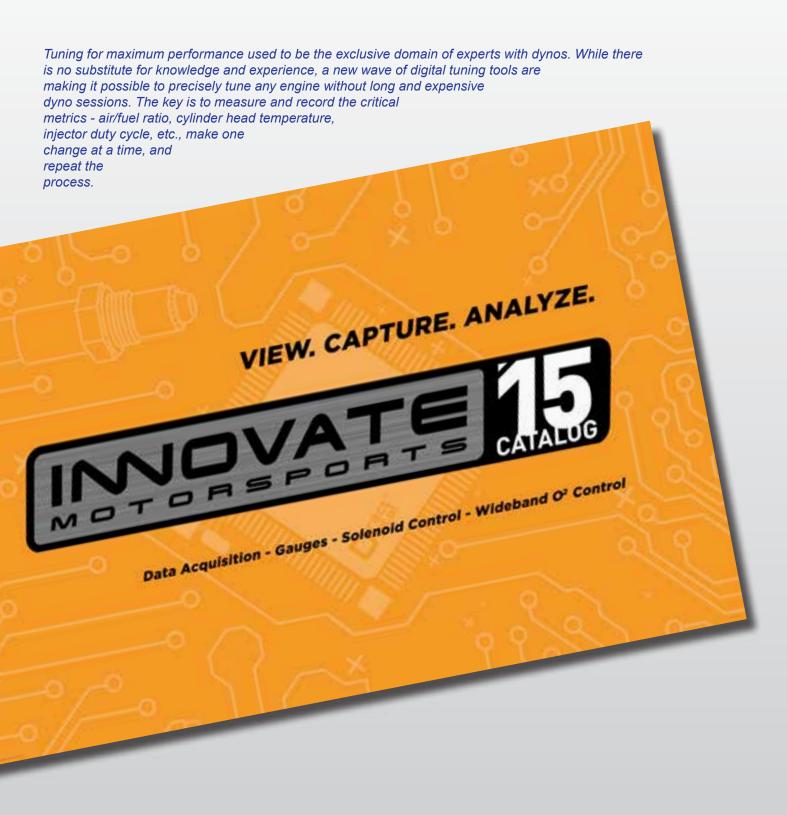








Innovate Motorsports develops, manufactures, and supports universal digital tuning tools, including wideband air/fuel ratio meters, gauges, and data acquisitions systems. Every product ships with the powerful LogWorks engine analysis software.



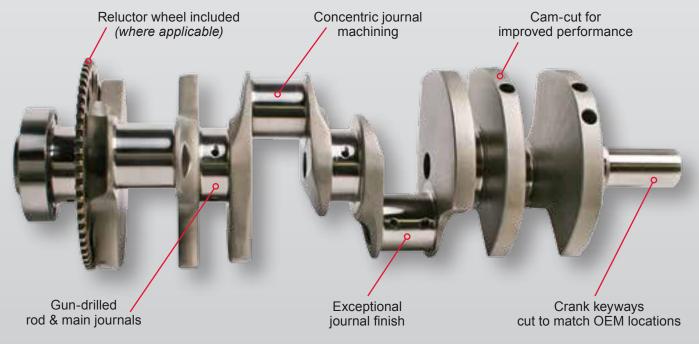


## K1 is dedicated to providing world-class performance parts at an affordable price.

K1 Technologies connecting rods offer world-class performance at an affordable price. Our race-ready connecting rods are made from 4340 forged steel, use premium bushing material and are hand finished in the USA. K1's Engineering Team has decades of experience designing components for professional racing engines and designs each rod for demanding race applications.



K1 Technologies crankshafts offer world-class performance at an affordable price. Our crankshafts are made from 4340 forged steel and core hardened to reduce stress and optimize tensile strength. Each crank is designed with counterweights placed for optimal load reduction and ease of balancing.





## **FORGED AUTOMOTIVE RACING PISTONS**

## **WISECO TERMS & CONDITIONS OF SALE**

1. Parties. [Wiseco Performance Products], will be referred to as "Products".

2. Terms and Conditions. Seller's assent to contract is expressly conditional on Purchaser's acceptance of these Terms and Conditions. Notice is hereby given of Seller's objection to any Terms and Conditions in addition to or different from those herein, including without limitation any terms or conditions contained within any written acceptance, order confirmation, purchase order or similar document related to this transaction that may be issued by Purchaser. In the event Purchaser issues a purchase order or orders covering the items contained in this Agreement, such purchase order will operate as Purchaser's acceptance of this offer, but the parties hereby agree that any terms and conditions attached to such purchase order or orders shall have no legal effect, nor shall they be binding upon Seller. Deviation from these Terms and Conditions, including terms and conditions to different than those contained herein, can only take place by written instrument signed by one of Seller's officers.

3. Price Adjustments; Payments. The prices stated herein do not include any sales, use, or other taxes unless so stated specifically. Such taxes will be added to invoice prices in those instances in which Seller is required to collect them from Purchaser; provided, however, that if Seller does not collect any such taxes and is later asked by or required to pay the same to any taxing authority. Purchaser will make such payment to Seller or, any change in the rate, charge, or classification of any carrier.

Unless otherwise specified by Seller. all prices are F.O.B. Seller's facility in Mentor. Ohio (Seller's Facility), and payment will be net/cash 30 days from date of invoice. Invoices unpaid and past due may be subject to a service charge.

directly to the taxing authority. At Seller's option, prices may be adjusted to reflect any increase in Seller's costs resulting from state, federal or local legislation, price increases from Seller's suppliers, or any change in the rate, charge or classification of any carrier.

Unless otherwise specified by Seller, all prices are F.O.B. Seller's facility in Mentor, Ohio (Seller's Facility), and payment will be net/cash 30 days from date of invoice, invoices unpaid and past due may be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of 18% per annum or the maximum allowable interest rate under applicable law, and Purchaser shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorneys' fees.

4. Delivery Dates; Title and Risk; Shipment. All delivery dates are approximate, and Seller shall not be responsible for any damages of any kind resulting from any delay. Regardless of the manner of shipment, title to any products and the responsible for any damages of any kind resulting from any delay. Regardless of the manner of shipment, title to any products and its ord damage thereto shall past to Purchaser upon tender to the carrier and means of delivery. No deferment of shipment all Purchaser's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and save Seller harmless against all loss and additional expense, including, but not limited to demurrage, hendling, storage and insurance charges.

5. Warranty, MISECO of DISTON COMPANY, INC., LIMITED PISTON WARRANTY. WISECO warrants this product will be free from defects in material and workmanship for thirty (30) days following date of original purchase. If the product is found by WISECO is to defective, such products will be will be will be free from defects in material and workmanship for thirty (30) days following date of original purchase. If the product is found by WISECO is the defective misuse missing price.

5. Warranty, W

Return any defective Wiseco product directly to Wiseco for warranty consideration. All defective claims to Wiseco Piston, Inc. should include the following information: (All RMA's are subject to a 20% restocking fee.)

- Call Wiseco for RMA (Return Materials Authorization) number at 800-321-1364 or 440-951-6600.
   The possible defective product being returned should be labeled with the Wiseco part number.
   Include a copy of invoice, name, and address of supplier for proof of purchase.
   A brief description of product issue.
   Wiseco reserves the right to request additional engine related products in order to evaluate a claim.

If the product issue is found to be valid by Wiseco, the Wiseco Customer Service department will advise the distributor as to the amount of responsibility for the claim and will settle all claims directly with the distributor

SHIP RETURNS "PRE PAID" TO (Include RMA# on the box & packing list):

- Wiseco Piston Company, Inc. 7201 Industrial Park Blvd. Mentor, Ohio 44060-5396 In Canada: Wiseco Piston Canada, Inc. 948 Keyes Drive, PO Box 1513 Woodstock, ONT. N4S 0A7
- 6. Claims; Commencement of Actions. Purchaser shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless such shortages are reported to Seller within 10 days after delivery. No other claims against Seller will be allowed unless asserted in writing within 60 days after delivery or, in the case of an alleged breach of warranty, within 60 days after the date within the warranty period on which the defect is or should have been discovered by Purchaser.

discovered by Purchaser.

Any action based upon breach of this contract or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller by Purchaser) must be commenced within one year from the date of the tender of delivery by Seller or, in the case of a cause of action based upon an alleged breach of warranty, within one year from the date within the warranty period on which the defect is or should have been discovered by Purchaser. Seller and Purchaser agree to submit any dispute arising from the performance or failure to perform under this Agreement to binding arbitration under the commercial arbitration rules of the American Arbitration Association. The arbitrator shall have the power to award damages but shall not in any court of competent jurisdiction.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN THOUGH SELLER THAS BEEN NEGLIGENT. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY PURCHASER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

8. Continence of the product of the product of the power of the product of the produc

CONSENT, EVEN THOUGH SELLER HAS BEEN NEGLIGENT. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY PURCHASER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

8. Contingencies. Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; rict, labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibinion or regulation; delay in transportation feating; so horages or to rebackdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the Products; failure of any party to perform any contract with Seller relative to the production of the Products; or from any cause whatsoever beyond Seller's control, whether or not such cause be similar to dissimilar to those enumerated. Seller shall not be liable for, and shall have no duly to provide insurance against, any damage or loss to any goods or materials of Purchaser shall promptly. Trademark, or Copyright Infringement, Etc. Seller shall not label for, and shall have no duly to provide insurance against, any damage or loss to any goods or materials of Purchaser shall are are used by Seller in connection with this order. Where any Product is manufactured from patterns, plans, drawings, or specifications furnished by Purchaser, Purchaser, Purchaser shall indemnify, defend and save Seller harmless from all loss, damage, and expense arising out of any suit or claim against Seller for infingement of any patent, trademark, or copyright because of Seller's manufacture of such pruchaser shall indemnify, defend and save Seller harmless from all loss, damage, and expense arising out of any suit or claim against Seller for infingement of any patent, trademark, or copyright because of Seller's manufacture of such purchaser, shall indemnify, defend and save Seller harmless from all loss, and seller's products.

1. Sellers's Spe

19. Cancenations. After acceptance by Seller, orders shall not be subject to cancellation by Purchaser except with Seller's prior written consent and upon terms that will indemnify, defend and save Seller harmless against all direct, incidental and consequential loss or damage.

15. Limitation on Assignment. Purchaser may not assign its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment of such rights or obligations without such consent shall be void.

16. Export. If the Products are to be exported, this order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Purchaser will furnish all Consular and Custom declarations and will accept and bear all responsibility or penalties resulting from errors and omissions thereon. Purchaser shall not re-export the Products or any goods or items that incorporate the Products if the re-export would violate United States export laws.

export laws.

17. Equal Opportunity Clause. This clause applies only in the event that the Products are to be used in whole or in part for the performance of government contracts and where dollar value of said Products exceeds, or may in any one

17. Equal Opportunity Clause. This clause applies only in the event that the Products are to be used in whole or in part for the performance of government contracts and where dollar value of said Products exceeds, or may in any one year exceed \$10,000:

"In connection with the performance of work under this contract, the contractor (subcontractor) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor (subcontractor) agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"The provisions of the Equal Opportunity Clause, as promulgated by Executive Order 11246 dated "September 24, 1965, as amended, are incorporated herein by reference."

18. Other Rights or Remedies. Except as otherwise provided herein, any rights or remedies granted hereunder to Seller shall be in addition to, and not in lieu of, any other rights or remedies at law or in equity.

19. Entire Agreement. This Agreement contains the entire agreement between Purchaser and Seller and constitutes the final, complete and exclusive expression of the terms of the agreement. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged. No acknowledgement by Seller of, or reference by Seller of, or reference by Seller of any such additional or contrary terms or conditions.

20. Waiver and Severability. No waiver of any provision of this order shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision. In the event

All product returns to Wiseco Performance Products should include the following information: (All RMA's are subject to a 20% restocking fee.)

- 1. Call Wiseco for RMA (Return Materials Authorization) number at 800-321-1364 or 440-951-6600
- 2. Include a copy of invoice, name, and address.
  3. Brief description for why product is being returned.

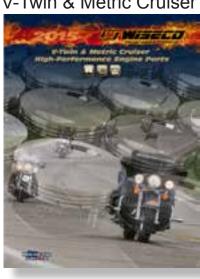
Automotive



Snowmobile



V-Twin & Metric Cruiser



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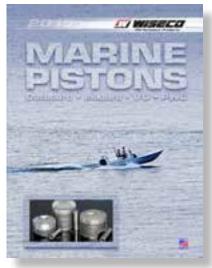
European Auto



K1 Cranks & Rods



**Outboard Marine** 



**PowerSports** 

