

PRICE SHEET

WWW.INDYHEADS.COM

Supercedes all previous pricing sheets. Prices subject to change without notice.

Statement Of Policies

Minimum Order \$40.00

Effective Date 04/14/23

Minimum Order: Indy Cylinder Heads has a minimum purchase level of \$40.00 per order.

To Become a WD: A \$7,500.00 one time purchase of Indy Cylinder Head Inc. BARE HEAD CASTINGS; aluminum or cast iron 440 wedge, Legend Hemi, 360 Small Block Chrysler, or 401 AMC at WD price, is required to become a Warehouse Distributor of all the Indy Cylinder Head Inc. products

Distributor Requirements: All Indy Cylinder Head Inc. WD's are required to maintain a yearly buying level of \$10,000.00 of Indy Cylinder Head manufactured products., to maintain the WD pricing program. To Become a Jobber: A \$1,500.00 one time purchase of Indy Cylinder Head Inc.; aluminum or cast iron 440 wedge, Legend Hemi, 360 Small Block Chrysler, or 401 AMC at Jobber price, is required to become a Jobber of all the Indy Cylinder Head Inc. products. Must have valid Retail Tax Exempt Certificate and copy of ad on file.

To Order: Indy Cylinder Head Inc. accepts phone, mail, e-mail, and fax orders. The following tips are to insure orders placed are shipped in a prompt and correct manner.

- Orders containing assembled head packages must be accompanied by camshaft type (hydraulic, hydraulic roller, solid, or mechanical roller) and gross valve lift, this will insure the head assemblies will have the proper valve springs installed; specify cylinder block and carburetor being used (i.e., B or RB blocks for big block Chrysler orders), this information enables the correct intake manifolds and valley plates to accompany your order; also provide information regarding your rocker arm ratio (i.e. 1.5 or 1.6) that will be used.
- Please have your order ready when you call, include part numbers when possible. If you are uncertain as to the correct parts you need, request technicians to assist you with your order. In stock orders, that need to be shipped the same day, must be taken before 2:00pm (Indiana time). Every effort will be made by Indy Cylinder Head Inc. to arrange for same day shipping.
- Payment methods: For faster service, please have complete billing information and shipping addresses available; name, name of business (if not shipping to home address), street address including apartment or lot numbers, and zip or postal codes. Please include all correct spellings. If you wish to prepay your order, please contact us with your needs prior to placing any orders. You must include name, shipping address, daytime phone number, and parts ordered on each prepaid order
 - Pre-Payment by credit cards needs to be accompanied by the following information: type of card (MC, Visa, Discover are accepted), card number, expiration date, name as it appears on the card, and the bill to address for the card. Credit card orders will be processed as soon as it is available to ship.
 - Pre-Payment by checks or money orders: Postal money orders are accepted with no wait time for prepayment. Any other form of prepayment has a 2 week waiting period (certified check, personal check, etc.) for the check to clear the bank. After prepayment has cleared the bank, the order will be processed as soon as it is available to ship. 2.
 - C.O.D. payment is accepted with the following guidelines: C.O.D. must be accompanied by a credit card guarantee, or a prepayment deposit. All C.O.D orders are shipped out Cashier's Check or Money Order, no exceptions. A complete dollar amount, including shipping charges, will be available in order for a cashier's check or money order to be obtained prior to the shipment arriving.
- Orders outside of the continental U.S.: No C.O.D. orders will be shipped outside the Continental United States. All orders must be prepaid in U.S. currency. Any additional duty or tariff will be the responsibility of the purchaser. If the freight charges will be prepaid, please call for the amount

Special Orders: All special orders must be 100% prepaid and are NONRETURNABLE and NONREFUNDABLE. Special orders include, but are not limited to the following: custom assembled push rods, sheet netal manifolds, billet aluminum cylinder heads, special order incoming parts, and special machining and/or labor operations.

- Warranty Returns: All merchandise returned for warranty consideration, inspection, repair, etc. must be sent prepaid and insured. Included with this return must be the sender's name, address, phone number, and explanation of the problem and work to be done. A copy of the original purchasing invoice must also accompany the return. Indy Cylinder Head Inc. will ship warranties back in the most cost effective way. Any additional cost for freight upgrade will be at the customer's expense. This warranty covers replacement or repair of the product only and does not cover the cost of removal and/or installation. There is absolutely no warranty on the following:
 - Any products used in racing applications.
 - Any product that has been physically altered, or improperly installed or maintained.
 - Any product used in improper applications, abused or not used in conjunction with the proper parts.
- Returned Merchandise: All merchandise being returned for credit must have prior approval from Indy Cylinder Head Inc. A return goods authorization (RGA) number must also accompany the return; this can be obtained by contacting Indy Cylinder Head Inc. at 317-862-3724. All merchandise being returned for credit must be in original condition and will be inspected at time of receipt. It should be returned prepaid and insured and will be subject to a minimum 20% restocking and handling charge. Returns must be packaged properly to prevent damage during shipping. Improperly packaged goods will not be received. All parts returned must be in "as new" condition. Indy Cylinder Head Inc. will accept or exchange parts only at our discretion. Special orders are not returnable. No returns will be accepted after 30 days from invoice date.
- Refused Shipments: All expenses resulting from a refused shipment will be the responsibility of the customer. A credit will be issued for the cost of product less freight and any other costs incurred from the refusal. Any further shipments will not be made until Indy Cylinder Head Inc. is fully reimbursed for the expenses incurred. To ship a refused order out again, the full amount plus the refused freight must be prepaid.
- Prices: Every Effort possible will be made to hold published prices; however, all prices are subject to change without notice. Indy Cylinder Head Inc. cannot accept responsibility for printing errors in price sheets.
- Shipping Charges: Standard shipping is F.O.B. Indianapolis, Indiana, UPS service. Shipping charges are the responsibility of the customer. In dy Cylinder Head Inc. will ship all invoices by UPS. If you require special shipping instructions, please advise Indy Cylinder Head Inc. of this. Indy Cylinder Head Inc. will drop ship special requests for Warehouse Distributors. Drop shipments over \$500.00 will be issued a \$20.00 service charge and drop shipments under \$500.00 will be issued a \$10.00 service charged. Indy Cylinder Head Inc. offers this as a service to Warehouse Distributors for special occasions. This policy is not to be abused! If Indy Cylinder Head Inc. feels a distributor is taking advantage of our drop shipment policy, drop shipment privileges will be eliminated. Indy Cylinder Head Inc. reserves the right to refuse any drop shipment request not going to an authorized dealer.
- Freight Shortages: All freight shortages or a discrepancy with an invoice must be corrected, with Indy Cylinder Head Inc.'s Customer Service Department, within 10 working days of receipt of goods for correct adjustment. Claims submitted after 10 working days will be disallowed. Distributors may not adjust payment of invoices for any shortages or billing errors.
- Freight Damages: Damaged goods claims must be filed immediately with freight carrier upon receipt of any order that may appear to be damaged. Please notify Indy Cylinder Head Inc. Customer Service
- Back Orders: Unless we are notified differently, all items not available when ordered will be placed on open back order and shipped as soon as they become available. If this standard back order policy is not acceptable, please contact Indy Cylinder Head Inc. and make other back order arrangements.
- Acceptance: By placing an order with Indy Cylinder Head Inc. the purchaser expressly consents to the terms and conditions contained herein and upon Indy Cylinder Head Inc. providing the products ordered, these terms and conditions shall form an essential part of the contract between the parties.
- Warranty: Indy Cylinder Head Inc. warrants to the original purchaser that the Indy products sold will be free from defects, material and workmanship under normal use. Indy Cylinder Head Inc.'s obligation under this Warranty shall be limited to the repair or replacement, at its option, of any parts or products which may prove defective under normal use within 30 days from the date of sale, and which the examination of Indy Cylinder Head Inc. reveals, to its satisfaction, that the products in question are in fact defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF INDY CYLINDER HEAD INC. THE PURCHASER ACKNOWLEDGES THAT HE IS NOT RELYING ON INDY CYLINDER HEAD INC. 'S SKILL OR JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE WARRANTY CONTAINED HEREIN SHALL NOT APPLY TO ANY PART OR PRODUCT WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE. INDY CYLINDER HEAD INC. MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY INDY CYLINDER HEAD INC. THIS WARRANTY SHALL APPLY ONLY WITHIN THE BOUNDARIES OF THE CONTINENTAL UNITED STATES. Any affirmation of fact or promise made by Indy Cylinder Head Inc. shall not be deemed to create an express warranty that the product shall conform to such description; any sample or model is for illustrative purposes only and shall not be deemed to create an express warranty that the product shall conform to the sample or model; and no affirmation or promise, or description, or sample or model shall be deemed part of the basis or the bargain.
- Limitation of Liability and Dispute Resolution: The sole liability of Indy Cylinder Head Inc. under the warranties contained herein shall be the repair or replacement of parts or products sold. Indy Cylinder Head Inc. shall not be held liable for any delays caused by circumstances beyond its control including, without limitation, fire, labor problems, shortage of supplies or materials, and any other conditions which are beyond Indy Cylinder Head Inc.'s control. Indy Cylinder Head Inc. products may not be considered "street legal," may adversely affect the original manufacturer's warranty and may violate State and Federal laws for vehicles equipped with pollution-control devices. Purchasers bear full risk of any such violation. IF THE PURCHASER BRINGS ANY ACTION AT LAW OR EQUITY AGAINST INDY CYLINDER HEAD INC., NO CAUSE OF ACTION BY PURCHASER SHALL INCLUDE A CLAIM, NOR MAY RECOVERY BE HAD AGAINST INDY CYLINDER HEAD INC. FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES TO PERSONS, PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF INDY CYLINDER HEAD INC. TO PURCHASER EXCEED TWICE THE COST OF THE PRODUCT PURCHASED, AND, IN THE EVENT, ONLY WHEN THE REMEDY OF REPAIR OR REPLACEMENT IS INADEQUATE. No court shall have jurisdiction of any claim against Indy Cylinder Head, Inc., unless and until the claim shall have first been mediated to completion by a mediator selected by the parties in Marion County, Indiana. Any litigation of a claim against Indy Cylinder Head, Inc. shall only be filed in the courts of Marion County, Indiana. Indy Cylinder Head, Inc. shall be entitled to collect reimbursement for its attorney's fees, costs and expenses related to any claim/litigation which is resolved in its favor



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