



*Engineered Excellence*

## **BD Diesel Performance General Terms and Conditions Effective December 22nd, 2016**

1. BD offers a 30-day satisfaction guarantee on the product it manufactures (not on distributed product), if for some reason the customer is unsatisfied with the BD product it may returned for credit towards another BD product. This will be upheld through distribution as well, as the dealer/distributor will only receive credit on account. Electronic items that have been opened are not eligible for this guarantee. Other conditions are:
  1. All Returns must be made within 30 days unless classified under the once a year stock return (See below);
  2. Returns must be in original packaging, unopened and in a salable condition (this is determined by BD);
  3. All Returns must have RMA#;
  4. Parts that have been installed or attempted to be installed cannot be returned;
  5. Open packaged items, will be charged a 20% restocking fee, along with price of parts missing;
  6. Open packaged electronic items are not returnable (i.e. Tuners, FICMS, Modules...);
  7. Refunds are made in the same manner in which you made payment: credit to your charge card, or refund check if you paid by check. If you have an account, refunds will be posted to account only;
  8. BD does not pay return freight, in the case products is returned freight collect, the freight charge will be deducted from the return amount;
  9. If you feel the part is defective, or is damaged in shipping or other than you ordered you must contact BD Customer Service for an RMA;
  10. Special Order or Obsolete product is not eligible for return
  11. For distributed product (Non BD manufactured product), all technical assistance and warranty must go through the manufacturer;
  12. Original invoice (proof of purchase) must be provided for goods returning. There may be a charge for BD to search for original invoices.
2. Products manufactured or distributed by BD Diesel Performance, BD Engine Brake Inc. or Valley Fuel Injection Ltd. are guaranteed for terms set out in the warranty statement supplied with each. All warranties are limited to the original purchaser only and bill of sale is proof of warranty start date. BD reserves the right to resolve a warranty claim by either product repair or replacement.
3. RMA (Return Material Authorization) claim number must be obtained before any product is returned to BD for warranty consideration.
4. The following information is required to obtain a RMA number before returning product or submitting paperwork:
  1. Copy of original invoice to end use customer and distribution outlet showing purchase of product and date of sale;
  2. Serial number or date code of product if applicable;
  3. Vehicle information such as make, model, mileage, drive train, current horsepower rating, etc.;
  4. Full description of complaint and what has been done so far;
  5. Copies (if applicable) of any invoice for replacement product, related parts required for job (i.e. transmission fluids, service parts), work order or invoice for labor incurred;
  6. Dyno report for any horsepower restricted products;

.../2

12/22/2016

**BD Engine Brake Inc.**  
33541 MacLure Rd,  
Abbotsford, BC, Canada  
V2S 7W2

**US Address:**  
446 Harrison Street, #88  
PO Box 231,  
Sumas, WA 98295

**Contact:**  
Phone: 604.853.6096 / 800.887.5030  
Fax: 604.853.8749  
Email: sales@bd-power.com

[www.dieselpower.com](http://www.dieselpower.com)



*Engineered Excellence*

5. RMA and product Serial number or date code number must be on all paperwork and correspondence. Failure to obtain the required information or paperwork will result in delay or denial of any warranty claim.
6. Serial Numbers must be recorded on the original sales invoice. If not recorded, BD will determine the date-in-service as the date that serial number left the BD warehouse.
7. Other Expenses such as towing, lodging, food, communication, taxes, levies, fines, freight or any other such inconvenience expense are the sole responsibility of the original purchaser.
8. Misapplication - BD is not responsible for any expenses such as parts or labor for the replacement of any product that has been installed for the incorrect application. Any standard transmission clutch installed in the wrong application such as mismatched horsepower, torque, towing or other such ratings will have the warranty voided on product.
9. CORES:
  1. All cores returned must be LIKE FOR LIKE, matching application and year.
  2. Cores must be from a running engine and not assembled from scrap parts.
  3. Cores that have been disassembled or have missing and/or damaged major components will not receive full core credit or denied.
  4. core credit or denied.
  5. Damage to the core due to contamination, mishandling and/or any condition beyond normal wear will have surcharges deducted from credit or denied.
  6. Cores are to be returned freight "prepaid" whereas shipper bears cost. Collect or COD freight costs will be deducted from core credit amounts plus administration fee.
  7. BD shipping department can help determine the best carrier and correct warehouse location for returns as brokerage or other charges incurred from shipping to an incorrect warehouse will be deducted plus administration fee.
  8. Core must be returned in the original box the exchange product was shipped in. Transmission cores must be complete and in the original shipping container. All brackets supplied with the original exchange product must accompany the core.
  9. All cores must be sufficiently drained of fluids to prevent external leakage or container damage. FREIGHT CARRIERS WILL NOT ACCEPT LEAKY PARCELS. Any core return shipment that does not meet these requirements, is received damaged, and/or is tagged as an environment hazard (IE: fluid left in cores) will be refused or the core security charge credit will be penalized.
  10. Core tag must accompany returned core, or, enclose a copy of the original invoice with the core charge billing.
  11. Core security charge will only be refunded if core is returned within 30-days of product being put into service/ installation, 90-days after end user purchase, and/or, 18-months after dealer/distributor purchase. After which, market value of the core may be offered if core is needed by BD.
  12. If the product has been purchased elsewhere from BD, the core security charge credit may be issued from the original purchaser.
10. BD has the right to cancel any order due to any error(s) of any type (i.e. price, description, picture, etc.). Any payments made on any canceled order due to errors will be refunded and no extra compensation will be given for such to any parties involved. All prices are subject to change without notice.
11. Pictures and descriptions may not exactly represent product or applicable to all vehicle applications, and, should be considered as reference only.

12/22/2016

**BD Engine Brake Inc.**

33541 MacLure Rd,  
Abbotsford, BC, Canada  
V2S 7W2

**US Address:**

446 Harrison Street, #88  
PO Box 231,  
Sumas, WA 98295

**Contact:**

Phone: 604.853.6096 / 800.887.5030  
Fax: 604.853.8749  
Email: sales@bd-power.com

[www.dieselpower.com](http://www.dieselpower.com)