



Z1 Motorsports Terms and Conditions of Use

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

By viewing and using the Z1 Motorsports site and online store you agree to the following:

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Order Acceptance and Submissions

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Z1 MOTORSPORTS, INC. reserves the right at any time after receipt of your order to accept or decline your order for any reason. Z1 MOTORSPORTS, INC. reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item and adjust your invoice accordingly. Z1 MOTORSPORTS, INC. may require additional verifications or information before accepting any order. International orders may be subject to tariffs, taxes, and regulations. Z1 MOTORSPORTS, INC. is not responsible for shipping delays or any additional fees for international orders.

Limitation of Liability and Disclaimer

The Z1 MOTORSPORTS, INC. web site (www.300zx.com) and the materials therein are provided "AS IS". Z1 MOTORSPORTS, INC. makes no representations or warranties either express or implied, of any kind with respect to the operation, contents, information, or materials contained therein. You agree that Z1 MOTORSPORTS, INC., its directors, officers, employees or other representatives shall not be liable for damages arising from the operation, content or use of the Z1 MOTORSPORTS, INC. web site. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including without limitation direct, indirect, compensatory, special, incidental, punitive and consequential damages. Z1 MOTORSPORTS, INC. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Z1 MOTORSPORTS, INC. shall immediately issue a credit to your credit card account in the amount of the incorrect price. Z1 MOTORSPORTS, INC. reserves the right to change any information on this site at any time.

Items purchased through Z1 MOTORSPORTS, INC. are subject to the respective manufacturer's warranties and guarantees upon their discretion and time frames. In accordance with industry standards, most high performance parts are sold as is with no warranty. Z1 MOTORSPORTS, INC. is in no way liable for any consequential damages arising from any items we sell

including but not limited to; labor costs, transportation costs, damage to other parts on the vehicle, damage to other property or vehicles.

Most items for sale on this site are for off-road use only and are not smog legal. Please inquire about this prior to ordering if you aren't sure. Z1 Motorsports makes no guarantees on products passing local emissions or inspection requirements.

Risk of Loss

All items purchased from Z1 Motorsports, Inc. are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. We ship all items WITH shipping insurance, and are not responsible for damages caused during shipping. Please file a claim with the appropriate shipping company if your item was damaged during transit; we can assist you if you need help. PLEASE INSPECT YOUR ITEM BEFORE SIGNING FOR IT, BECAUSE IF YOU DO NOT AND LATER DISCOVER THE ITEM IS DAMAGED, YOUR CLAIM WILL BE DENIED! Make the shipper wait if you have to, just make sure to ALWAYS inspect ANY package you get before the shipper leaves.

Jurisdiction

You agree that any legal action brought against Z1 MOTORSPORTS, INC. shall be governed by the laws of the state of Georgia without regard to its conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of Z1 MOTORSPORTS, INC., or orders made on Z1 MOTORSPORTS, INC., shall be held in a federal or state court located in Carroll County in the State of Georgia.

Med-Arb Clause

In the event a dispute shall arise between the parties to this contract, the parties agree to participate in at least four hours of mediation, prior to arbitration, in accordance with the mediation procedures of United States Arbitration & Mediation. The mediation shall be administered USA&M approved mediator in Carrollton, GA where the Z1 Motorsports facility is located. The parties agree to share equally in the costs of the mediation.

In the event the dispute is not resolved in mediation, it is hereby agreed that the dispute shall be referred to Tommy Greer (Thomas E. Greer Mediation Office, 210 South Street, Carrollton, GA 30117) for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Forum Selection Clause

Any dispute arising from this contractual relationship shall be governed by Georgia law, and shall be decided solely and exclusively by State courts located in Carrollton, GA. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse Z1 Motorsports for its attorney's fees.

Attorney's Fees Provision

Z1 Motorsports shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

"Costs" include, but are not limited to, filing fees, fees for serving the summons, complaint, and other court papers, fees to pay a court reporter to transcribe depositions (pretrial interviews of witnesses) and in-court testimony, and, if a jury is involved, to pay the daily stipend of jurors. Costs to photocopy court papers and exhibits may also be included.

Merger Clause/Non-Modification

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The undersigned customer hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Ambiguities Against the Drafter

The failure of Z1 Motorsports to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned, but instead shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intent of the parties at the time of contracting.

Shipping

Unless your order will be shipping LTL freight, FedEx tracking information should be sent to your e-mail address (if provided) with-in 24 hours (M-F), please note however that the tracking # will not become active until the shipment leaves our facility. If there are any problems, concerns, or questions please e-mail parts@300zx.com or call and leave us a voice mail here at 770-838-7777 ext. 307 and we will respond with help as soon as possible (usually with-in 24 hours) on regular business days M-F. All used parts may take 7-10 business days to ship. We go to the used parts location once per week to pull used parts for customers off of our salvage cars. We strive to get all orders pulled, packed, and shipped quickly and accurately.

Z1 Motorsports, Inc. cannot guarantee that your order will be shipped the day on which it is placed. We will make every attempt to ship your order within five (5) business days. In order to avoid delays, your order may be shipped in multiple shipments at our discretion. We will attempt to contact you within 24 hours M-F if any of the items you order are on back-order with an estimated date when we can ship the item. Used parts that must be pulled, special order parts, and items that must be assembled per order (built engine for ex.) will take additional time to ship.

Cancellations

All cancellations are subject to a 5% processing fee. This means that if you place an order and at some point before it ships you decide you do not want the entire order or anything on the order you will be charged 5% of the amount you would be refunded.

You cannot cancel an order after it ships. If you refuse any package from Z1 Motorsports or are not available to receive a package within the three delivery attempts FedEx or USPS makes you are responsible for shipping charges for the package coming back to Z1.

Return Policy

All items MUST be returned within 30 days in exactly the same condition that they were received. This also applies to any faulty or incorrect part that Z1 Motorsports may have shipped in error. Returned items must be undamaged and unmodified. PLEASE check all parts before installation, balancing, machining, painting, or modifying. Parts CANNOT be returned FOR ANY REASON after installation, modification, or painting.

We do apologize, but there are NO returns on used parts, special order parts, or discontinued items. This includes, but is not limited to, custom-made Z1 parts, JDM parts, body kits, used electrical parts, etc.

ALL RETURNS MUST RECEIVE PRE-AUTHORIZATION.

To receive Pre-Authorization:

1. Login to your account online at z1motorsports.com
2. Select and view the order that includes the item you would like to return.

3. Click the "Need to return this product? Or a core?" link under the item you would like to return.
4. Fill out the appropriate information, leave comments as necessary, and click submit to receive an RMA number.

The RMA number, your name, and address MUST be included on and in the box in which your return is shipped. In addition to the RMA#, name and address inside of the box, also include a daytime phone number and the reason for the return. The RMA# will be required to facilitate your refund.

If you follow these instructions and do not receive RMA #, contact: [Returns@Z1motorsports.com](mailto>Returns@Z1motorsports.com). Your return WILL NOT be processed if there is no RMA# associated with the order and it is not included with the return.

FEES - All returns NOT facilitated by an error by Z1 Motorsports are subject to a 5% processing fee. Additionally, you will be charged a 15% restocking fee when refunding to any payment method other than store credit.

STORE CREDIT - Store Credit may be used for purchases made online, over the phone, or at the counter at Z1 Motorsports. Once redeemed and applied to your account, Store Credit never expires. Store credit may NOT be used for racing fuel or labor charges.

IF YOU ARE RETURNING AN ITEM THAT IS NOT FACILITATED BY AN ERROR ON OUR PART:

Securely pack the item that you are returning.* Inside of the box be sure to include your name, address, daytime phone number, the reason for the return, and the RMA #. If this information is not included, your return will NOT BE PROCESSED. The package should be shipped to: Z1 Motorsports; 2877 Carrollton-Villa Rica Highway; Carrollton, GA 30116. Please choose a shipping method with a tracking number to ensure your package arrives. Z1 Motorsports IS NOT RESPONSIBLE FOR RETURN SHIPPING. Once the return has been processed, Z1 Motorsports will issue a refund or store credit based on the pre-authorization and the condition of the item upon receipt. Please allow 15 days from the date the package arrives at our facility for processing. PLEASE DO NOT CALL Z1 MOTORSPORTS TO SEE IF YOUR PACKAGE HAS ARRIVED. OUR PHONE REPRESENTATIVES DO NOT HAVE ACCESS TO THIS INFORMATION. Use your tracking number for your package to confirm the item has arrived at our facility.

IF YOU ARE RETURNING AN ITEM THAT Z1 MOTORSPORTS SHIPPED IN ERROR, FOLLOW INSTRUCTIONS BELOW THAT APPLY TO YOU:

If you are located in the continental United States, choose one of the following three options:

EXCHANGE - Ship your item back to Z1 Motorsports at your expense or contact us at [Returns@Z1motorsports.com](mailto>Returns@Z1motorsports.com) and we may be able to e-mail you a FedEx return label. Securely package the product, so that it will not be damaged during shipping.* Please include your name, address, daytime number, RMA # and the reason for the return (i.e. incorrect item) inside of the package. Your return WILL NOT BE PROCESSED without this information. Seal the product and drop off at a FedEx location (fedex.com). PLEASE RETAIN YOUR TRACKING NUMBER from your FedEx label. Contact us at [Returns@Z1motorsports.com](mailto>Returns@Z1motorsports.com) with the tracking number so that we may verify movement of the package and ship the correct item.

RUSH EXCHANGE - Contact Z1 Motorsports at 770-838-7777 (ext. 303) to request a return label. THIS EXTENSION IS FOR RUSH ITEMS ONLY. We will immediately facilitate the shipment of the correct item via FedEx Ground. The new item will be charged to your credit card will be shipped along with a return label in the box. Upon receipt of the return label, securely pack the incorrect item, along with your name, daytime phone number, and your RMA #. Once the item is received and processed at Z1 Motorsports, we will issue a refund for the item. Please allow 15 days upon arrival at our facility for refund.

REFUND ONLY - Ship your item back to Z1 Motorsports at your expense or contact us at [Returns@Z1motorsports.com](mailto>Returns@Z1motorsports.com) and we may be able to e-mail you a FedEx return label. Securely package the product, so that it will not be damaged during shipping.* Please include your name, address, daytime number, RMA # and the reason for the return (i.e. incorrect item) inside of the package. Your return WILL NOT BE PROCESSED without this information. Seal the product and drop off at a FedEx location (fedex.com). PLEASE RETAIN YOUR TRACKING NUMBER from your FedEx label. After the return is processed Z1 Motorsports will issue a refund. Please allow 15 days upon arrival at our facility for a refund.

OR

If you are located outside the continental United States:

Because Z1 Motorsports cannot generate international return labels, you are responsible for getting the item back to Z1 Motorsports. Please choose the most economical way to ship the item. Z1 Motorsports will issue store credit for the amount paid to ship the item back (up to, but not exceeding Z1's cost for shipping the item). If you are not sure about the amount you are quoted, you may contact us for approval. Z1 Motorsports will not issue credit for any expedited shipping service. Securely pack the item that you are returning.* To EXCHANGE the item, please contact us at [Returns@Z1motorsports.com](mailto>Returns@Z1motorsports.com) with your tracking number once the item ships so that we may confirm movement of your package and ship the correct item. To RUSH delivery please contact us at 770-838-7777 (ext. 303). The correct item will be charged to your credit card and we will ship the item immediately. When the incorrect item arrives at our facility it will be inspected and we will issue a refund for the incorrect item and store credit for your return shipping costs. For a REFUND please ship the item back to our facility. Once the item has been inspected we will issue a refund for the item and store credit for the return shipping costs. ALL RETURN PACKAGES MUST CONTAIN RMA #, YOUR NAME & A DAYTIME PHONE NUMBER.

Please retain your tracking number. You may use your tracking number to determine when your item has arrived at our facility. Please allow 15 days from the date your item arrived at Z1 Motorsports before contacting the Returns Department, [Returns@Z1motorsports.com](mailto>Returns@Z1motorsports.com).

Z1 Motorsports ONLY ships returns FedEx Ground or an international economy service. Any fees for expedited shipping will be paid for by the customer, regardless of the method of shipment for the original part. Z1 Motorsports is not responsible for any consequential damages that are a result of shipping error (labor costs, shop costs, etc).

*Please package the parts so that they will not be damaged during shipment. Returns must be shipped prepaid (NO C.O.D.s) and they should be insured. Items damaged during shipping are the responsibility of the shipper; this includes incorrect items.