

# Artisa ArtFormed Wheels No Questions Asked Replacement Plan

## OVERVIEW

Artisa ArtFormed Wheels LLC (“Artisa”) offers a “No Questions Asked Replacement Plan” (the “Plan”) as an additional coverage option for wheel customers to supplement the existing manufacturer warranty (ies) on Artisa ArtFormed Wheels. The Plan is offered upon the terms set forth herein.

## PARTIES AND TERMS

The provider of this Plan is Artisa ArtFormed Wheels, LLC, with a mailing address of 3984 E. Endeavor Dr, Appleton, WI 54915. This Seller of this Plan is Artisa ArtFormed Wheels, LLC. Artisa is the manufacturer of the wheels covered by this Plan.

Artisa ArtFormed Wheels will perform the service(s) required of Artisa under this Plan.

The holder of the Plan is you, the customer/purchaser of the Plan (“You” or “Purchaser”).

The total purchase price paid by You for the Plan shall be referred to as the “Contract Price”. The Contract Price varies among Purchasers based upon a number of factors. The Contract Price for Your Plan will also vary based upon the quantity of wheels You choose to cover with the Plan.

The Term of Your Plan will be the length of term of the Plan You actually purchase from Arkon (various options are available).

## ELIGIBILITY

The Plan is available to customers who buy wheels directly from Artisa ArtFormed Wheels (“Original Purchaser”) and who purchase this Plan within seven (7) business days of the date of wheel purchase or the date of wheel shipment - whichever comes later. Plan coverage must be purchased in the same quantity as the wheels purchased, with a minimum quantity of four (4).

## COVERAGE

This Plan provides for the replacement of the applicable covered wheels (the “Covered Wheels”) upon the terms set forth herein. There are no restrictions on the condition or cause of condition for the wheel(s) that are submitted for claim, other than Your payment of the fees set forth herein. A claim may be submitted for any reason.

Plan coverage applies only to the replacement of the Covered Wheel(s). Replacement will be made with wheels of the same model, finish, size, and fitment. At no time will Artisa ArtFormed Wheels be

responsible for tires, accessories, customization, labor, loss of use, or any costs whatsoever.

## **TERM**

Plan coverage begins on the day of wheel shipment and continues for the period of time specified in Your purchased Plan (the "Term").

## **TRANSFERABILITY**

Plan coverage is non-transferable from the Original Purchaser, except where required by law.

## **EXCLUSIONS FROM COVERAGE**

**Coverage under this Plan includes replacement of Covered Wheel(s) only. If replacement is not available, a refund will be issued as provided below.** At no time will Artisa ArtFormed Wheels be responsible for tires, accessories, customization, labor, loss of use, or any costs whatsoever **This Plan also excludes consequential losses that may result from damage to a Covered Wheel.**

## **CLAIM SUBMISSION**

- To submit a claim, You should email [sales@Artisawheels.com](mailto:sales@Artisawheels.com) from the email address associated with the original Artisa ArtFormed Wheels and Plan purchase. The email must include pictures and description of damage for the Covered Wheel(s). You may also call 1-888-459-4335.
- You must furnish such information as may be required by Artisa ArtFormed Wheels to evidence Your purchase of the Covered Wheels and/or this Plan.
- If You desire Advanced Replacement as described below, You must request this at the time of claim submission and comply with the terms set forth below.
- You must pay Artisa ArtFormed Wheels the amounts due from You as set forth below, namely, Shipping & Handling and the applicable Replacement Cost.
- You will receive a return authorization and corresponding instructions to proceed with returning the Covered Wheel(s) to Arkon.
- You must then package and ship the wheel to Artisa ArtFormed Wheels.

## **COSTS YOU ARE REQUIRED TO PAY**

Each wheel submitted for replacement will be considered a unique claim and will be charged and processed accordingly. You will need to pay the amounts described below for each wheel submitted for a claim.

### **Shipping and Handling**

You are required to pay a Shipping and Handling (S&H) charge associated with replacement of any

Covered Wheel under this Plan. This S&H charge will cover ground shipping for You to return the wheel to be replaced and for Artisa ArtFormed Wheels to ship the replacement wheel to You, anywhere in the Contiguous US. The standard S&H charge per claim is \$39. Artisa will provide a pre-paid postage label for returning the wheel to be replaced. It is Your responsibility to package up and ship the wheel. The S&H paid to Artisa covers freight only. Additional fees collected by the shipper at the time of delivery, such as brokerage, duties, or taxes, are Your responsibility.

If You require replacement wheels to be sent outside of the Contiguous US, You will be charged the standard S&H rate plus the applicable shipping cost Artisa would charge to ship newly purchased wheels to that location at the time of replacement.

Arkon will process/ship the replacement wheels on the same timeline as new orders, which is generally 7-10 business days from receipt of the Covered Wheel(s) to be replaced. Processing and transit times on replacement wheels will be the same as those for new wheel purchasers.

### **Replacement Costs**

This Plan covers replacement of up to (3) Covered Wheels during the Plan Term. Your costs associated with replacement of a Covered Wheel are as follows.

- For the first claimed wheel, \$0 + S&H as described above
- For the second claimed wheel, 50% of the wheel's full retail cost +S&H as described above
- For the third claimed wheel, 50% of the wheel's full retail cost + S&H as described above

### **ADVANCED REPLACEMENT**

As a courtesy, Arkon will send the replacement wheel(s) prior to the receipt of the wheel(s) being replaced under the following conditions:

1. You request advanced replacement at the time of claim submission and Artisa agrees to advanced replacement at the time of return authorization.
2. You agree to return the Covered Wheel(s), using Artisa's provided pre-paid shipping labels, within(30) days of Arkon's shipment of the replacement wheel(s).
3. You provide Artisa with a valid payment method and authorization to be charged 50%of the Covered Wheel's full retail price for any replaced wheel not returned to Arkon within (30) days.

### **NO CLAIM BONUS**

If no claims are submitted under this Plan, Artisa will, at the end of the Plan Term, credit the full amount paid for Plan coverage (the Contract Price) back to You as a credit toward a new set of Artisa ArtFormed Wheels. Unless explicitly stated, this credit cannot be combined with other promotions or offers.

If You would like to take advantage of the No Claim Bonus prior to the end of the Plan Term, You may do so by providing notice to Artisa that you wish to surrender the remaining coverage for all Covered Wheels.

You must use the credit within twenty-four (24) months after issuance of the credit or it will expire.

## **WHEEL AVAILABILITY**

This Plan is not a guarantee of future availability of replacement wheels. In some cases, wheel SKUs are backordered or discontinued. In a situation where Arkon is unable to provide a replacement wheel to You, Arkon will refund the full Contract Price paid for the Plan.

## **GUARANTY OF PERFORMANCE**

Our obligations under this Plan are backed by the full faith and credit of Artisa ArtFormed Wheels, LLC, 620 Stetson Avenue, St. Charles, IL 60174.

## **REFUND/RETURN POLICY**

This Plan may be terminated and a refund issued under the following conditions:

- Wheel Refund - If the Covered Wheels are canceled prior to shipment or returned for a refund, the Contract Price you paid for the plan will be refunded in full at the time of the wheel refund.
- Plan Cancellation - This Plan can be canceled and refunded in full if requested in writing to sales@artisawheels.com within ten (10) business days of purchase or prior to the shipment date of the warranted wheels, whichever is later, provided no claim has been made under the Plan.
- There are no prorated replacement Plan refunds, except where required by law. Eligible refunds will be processed via the same method in which original payment was received within (10) business days of product receipt or plan cancellation.

## **GENERAL TERMS**

Purchase of this Plan is not mandatory to purchase the wheels from Artisa ArtFormed Wheels.

This Plan gives You specific legal rights. You may have other rights which vary from state to state.

The terms and conditions outlined herein are the full and complete agreement between the parties.

**This Plan is void where prohibited.** In such an event, Artisa will refund the purchase price paid by You with no questions asked.

## **STATE-SPECIFIC TERMS**

Illinois. Cancellation and Refund. Illinois law requires us to notify You that You are allowed to cancel this Plan on the terms set forth below. If You elect to cancel this Plan, we may retain a cancellation fee (the "Cancellation Fee") not to exceed the lesser of 10% of the price You paid for this Plan or \$50. You may

exercise this right to terminate either (a) within 30 days after purchase if no service has been performed hereunder for a full refund of the price You paid for this plan less the Cancellation Fee; or (b) at any other time and a pro rata refund of the price You paid will be issued for the unexpired period of the Term (based upon days remaining) less the value of any services received by You hereunder and the Cancellation Fee.

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