

## **TERMS AND CONDITIONS OF DOING BUSINESS WITH VINTAGE Cruisers INC.**

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**These terms and conditions are here to help resolve any misunderstandings or assumptions. They are in place to make sure customers are treated fairly and for Vintage Cruisers to be treated as well.**

**By entering a relationship with [VintageOffroad.com](http://VintageOffroad.com) you agree to the Terms & Conditions listed below and doing business in Flagstaff, AZ.**

**Shipping of Vehicles:** We are happy to help make all the shipping arrangements for you. We are not a shipping company or run our own transport trucks. We help arrange as a favor to the inexperienced shippers.

We can arrange shipping for you at a wholesale rate through [www.CentralDispatch.com](http://www.CentralDispatch.com). This discount saving, we pass on to our customers. The shipping costs are always paid as a COD at delivery. If we help arrange shipping, we cannot be held responsible to how fast or slow ship occurs and you pay for all shipping charges whether we use your shipper or ours.

It is important to remember, all shipment of trucks are FOB VOR's warehouse in Flagstaff, AZ. Once you acquire your truck it is your responsibility to fully insure your vehicle as if it was already in your possession. Even though we have 24-hour security and keep your vehicle safe at all times, we are not responsible for vehicles or the equipment while stored at VOR. The recommended process is to immediately insure your vehicle once you start your project. That way you are covered and protected always.

**Storage of vehicles:** We have very limited space at our Flagstaff facility. Storage of your Vintage 4x4 is only available on a short-term basis only and available on vehicles actively being marketed by Vintage Cruisers website. We are not responsible for damage during storage; the vehicle stored are stored at your own risk. All insurance while stored at Vintage is the owner responsibility and to be keep current. Keeping track of one's own vehicle is 100% the original owns responsibility.

There is no long-term storage terms at Vintage. If a vehicle is unsold after 24 months or after the listing or consignment is removed from the website or the vehicle has a mechanical failure and not operational, then free storage is over and the following rates apply and accrue on vehicles parked at

Vintage Cruisers facility. Starting 2011, all previous storage agreements are canceled/voided and new storage terms apply. The rates as of Jan 2011, are: first 2 months no charge, after that the rate is \$35 dollars a day, after 12 months the rate goes to \$50 dollars a day. And with no communication from the original owner, the vehicle will be consider abandoned and the vehicle will be sold off to pay the cost of storage, any outstanding bills such as service, repairs or custom work performed on said vehicle and not paid for. No excuses, no exceptions.

**Our limited warranty:** This program began in 2013. All vehicles prior do not apply.

All cruisers are turn key Land Cruisers shipping form our facility in Flagstaff Arizona, ship with an inspection, a service and a road test. If there are any issues found they are address prior to shipping. If the vehicle arrives with an obvious issue, the next steps are the following:

Contact Greg at Vintage Cruisers immediately so he can discuss the issue and find a quick solution. If there is a mechanical malfunction at delivery, Vintage Cruisers will immediately address the problem and arrange to have it repair, fixed or part replaced at a local service center Vintage Cruisers selects. There will be no charge for this work.

We offer this limited warranty to show good faith in a long-distance purchase. We stand behind the vehicle at delivery and what to ensure you enjoying your Land Cruiser as soon as it arrives.

**Vehicle inspections are requested of all customers.** Acquiring an old vintage or antique vehicle is a serious personal decision. Due to the age of these old 4x4's and often lack of detailed history, imperfections on paint, and comfort levels, it is entirely the new buyer choice and responsibility to make that decision to acquire. There is no way of knowing when repairs may be needed. There are no guarantees to mileage accuracy. VOR tries very hard to accurately describe the vehicle condition, in the end, there is no substitute for seeing & inspecting it in person. Acquiring a vehicle is 100% the buyer's reasonability. Personally, inspecting a vehicle can alleviate all kinds of issues later. Again, we highly recommend you take a day and visit our shop and the vehicle in question.

**All Mechanical repairs:** Vintage performs an inspection & service to all vehicles before they ship. We support the work we performed in your agreement. If an issue is found on work performed by vintage we will work to have that problem addressed. Whenever possible, VOR will work to repair or

correct problem work before the vehicle ships. If a problem occurs on work we performed at delivery then VOR has the right to review the problem and then quickly & reasonably correct it.

We offer an inspection and basic service to all trucks ship out. That means the car starts, shifts, drives, brakes and turn signals & lights work. Your email agreement will outline which service you are paying for; the basic "inspection & service" or a "full mechanical" restoration. Our inspections and service work are not to be misinterpreted as a full mechanical restoration, they are not. Mechanical restorations can be costly and time consuming. This is often work that comes later as you get to know your truck and what changes of improvements you choose to make.

If a repair or correction to work done by VOR needs to be performed, then the customer must discuss in advance with VOR's and get their approval for any outside work to be done.

Other times it may require a mechanic to repair. VOR will arrange all repairs unless the customers have prior written permission for an outside vendor to make a repair. The cost for repairs made WITHOUT VOR's written authorization is the customer's responsibility.

With 15 years' experience in outfitting & restoring Land Cruisers, we have contacts throughout the US and will recommend a preferred Service Center in your area for you to take it to. It is important that you work with our service center, period. ALL Repairs & Costs must be approved by VOR in advance or the warranty or guarantee is void. Additional work is the customer's responsibility.

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**Customizing and or restoring or vehicles:** Whether a vehicle is being restored fully (new mechanicals and new cosmetics / High Cost), partially (new cosmetics / Medium Cost) or customer chosen options for outfitted/customized (repainted, reupholstered, updated emblems, weather stripping, etc) will be explained in each individual's Purchase Agreement.

The majority of vehicles we work on are getting outfitted & custom upgrades. We do not perform custom mechanical work at our facility, instead will recommend an outside vendor or shop we are familiar with or have worked with in the past. This work is clearly listed in each individual's purchase agreements.

Traditionally we will select a vintage Land Cruiser, inspect and test drive all

trucks, before shipping. Making sure she starts, accelerates and has safety equipment working. Plus if we spot any obvious mechanical issues (like turns signals, fresh fluids, etc) we make every effort to correct them before shipping.

However, our inspection process and test driving does not mean "restored mechanicals" or that Vintage Cruisers is responsible to make the vintage vehicles mechanicals perfect or restored mechanically. There is a much large cost associated with fully restoring the mechanicals.

Any additional mechanical restoring of each vehicle will add a significant cost to the build and will be outlined in the agreement.

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**All Transactions:** With any and all transactions coming from these website postings, please be advised that these vintage vehicles have been previously driven and has been subjected to various levels of wear and tear, both cosmetically and mechanically. We attempt to inspect all vehicles prior to offering them and to describe all vehicles as accurately as possible.

All information on vehicles (history, mileage, condition, options & descriptions) is provided for information purposes only and are without guarantee. It is the buyer's responsibility to verify what you are buying. We highly recommend you arrange to visit, inspect and test drive your vehicle before committing to it. Once committed the vehicle is your responsibility.

We do our best to accurately describe these vehicles. When finding a domestic or imported vehicle (sight unseen), there is the chance of options being added or deleted without our knowledge prior to delivery. That is for the buyer to research, look over & decide. In addition, many custom built vehicles that come through our shop are highly customized and there is no way we are aware of all aspects of the motor, trans, options, etc. We have no way of predicting when and where a part or mechanism may need to be replaced or repaired. Therefore we cannot be held liable.

If you choose to buy sight unseen, then you agree to our terms. In addition, there is no possible way to know the complete service or maintenance history, include all minute details and imperfections or to guarantee its reliability.

**Emissions:** We have no way of knowing whether or not a vehicle on the website will be able to pass your states emissions regulations. Therefore it is important that you do your homework to know what the requirements are in

your home state and to make those modifications to your vehicle prior to having it registered and tested.

Call us if you have any questions at: 1-313-414-FJ40

**Restored / Rebuilt Vehicles:** It is important to note that there are many levels of restoration. All come with the tag "restored". The important decision is where you are looking at one or planning to do it, there are two main differences: 1) a body-off restoration or 2) a body-on or ground-up restoration. The question to ask is; was it or is everything getting restored /replaced or is the body left on and only some or most of the components getting restored? You decide and make sure everyone is clear on what you are looking at or looking for. It is important that if you are not sure when looking at a vehicle that you inspect the vehicle before taking delivery from a customer.

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**Vintage vehicles in general:** It is important to have the right frame of mind and be aware of the realities when having some upgrades, modifications or custom work done on a vehicle. Due to the nature of rebuilding an antique vehicle; there will always be some new issue and challenges that will need to be resolved or corrected. Therefore it is important to be flexible and have patience having a custom built vehicle worked on. Rest assured the extra time it takes to finish agreed work is always worth the wait.

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**Paint:** The quality of our paint work is of good quality, not concours. We take care in prepping the body and pay attention to remove almost all blemishes. None of our paint work is flawless. Under fine scrutiny you can find flaws, but they will be minor and not obvious. The prices we charge for paint work is affordable in the 2000 to 5000 range. Near perfect paint work comes at a much higher price. If you demand show quality work or concours restoration work be expected to pay 3 x times the above amount.

**Completed work:** Once a project is complete, we recommend you come and review the work before taking delivery. Then there is no question of your being completely satisfied with the outcome. If you choose to take delivery without viewing the work first, you are accepting the work completed. Once the project leaves Vintage Cruisers it is the property of the new owner's and all Freight On Board shipping conditions apply (re-read above).

**Canceling a transaction or custom order:** The cancellation of restoration work or a work in progress: outfitting, upgrades, a repaint or rebuild will result

in one out come, us helping you re-sell your customized vehicle on the open market, with all net proceeds going to the customer. There are no refunds.

**Insurance:** Remember while your vehicle is at Vintage Cruisers you must carry full insurance coverage to protect your investment. Do not assume we will cover your vehicle. We take no responsibility for vehicles at our facility or that are in storage.

**Consignment:** Reference Website Consignment on navigation bar.

**Indemnification:** You agree to defend, indemnify and hold VintageOffroad.com & Vintage Cruisers Inc. harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the site.

**Please be advised:** Do not enter into a transaction with Vintage Cruisers Inc. if you cannot agree to the above conditions. Sending funds or your vehicle for restoration or consignment to Vintage Cruisers Inc. means you have read every word of our policies and agree to them completely.

If you have any additional questions regarding the above terms and conditions contact [Vintagecruisers.com](http://Vintagecruisers.com) directly for more details.

Direct phone number: 313-414-3540 or email us at:

Last Updated May 5th, 2013

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### **Your Privacy Policy:**

Your Personal Information Is Private

Vintage Cruisers, Inc is serious about protecting our customers' personal information. You can always browse our site without providing any personal information. The information you provide will be kept confidential and used to support your customer relationship with Vintage Cruisers, Inc.

### **Changes:**

Our privacy policy is subject to change without notice and is at the sole discretion Vintage Cruisers. The version date below indicates when this policy was last revised.

Privacy Statement Version Date: May 5, 2013

### **How Are We Doing?**

We value your business and welcome your feedback. If you have comments, questions or suggestions, please let us know.

If you have any questions of whether you qualify please reference you Purchase Agreement or call phone number: 313-414-3540 or email

Thank you, Greg / General Manager at VOR