

## **Aftermarket Parts Warranty Policy and Processing Procedures**

**Limited Warranty:** Aftermarket Parts warrants to the original purchaser that parts warranted by it shall be free from defects in material and workmanship under normal use for 180 days from the date of retail sale. Aftermarket Parts's sole obligation under this warranty is limited, at Aftermarket Parts's option, to replacement of the part at no charge or an extension of credit for the cost of the part, provided that the return is pre-authorized and that the part is returned, prepaid including freight, customs and broker charges, to Aftermarket Parts and determined by Aftermarket Parts to be defective in material or workmanship. This warranty shall not apply to any part which has been damaged due to negligence, accident, misuse, misapplication, improper installation or maintenance, or which has been repaired or altered in any way which in the judgment of Aftermarket Parts would impair the performance of the part.

Any claims arising out of this limited warranty must be made in writing to Aftermarket Parts within 30 days of the part(s) failure, but in no instance, more than 210 days after the original purchase.

Parts sold by Aftermarket Parts may also be subject to a warranty provided by the part manufacturer ("OEM Warranty"). Aftermarket Parts assumes no liability under or responsibility for any OEM Warranty. Please refer to the manufacturer for any claims under an applicable OEM Warranty.

**Exclusion of other remedies:** This limited warranty and the obligations and liabilities of Aftermarket Parts hereunder are exclusive and in lieu of all warranties, expressed or implied, including any implied warranty or guaranty of merchantability or fitness for a particular purpose, and is also in lieu of all other obligations or liabilities of Aftermarket Parts, including any obligation or liability arising from contract, tort or otherwise for damages, whether direct, indirect or consequential. The foregoing warranty states Aftermarket Parts's entire and exclusive remedy for any claim of damages in connection with the sale of Aftermarket Parts's parts. Except as expressly provided hereinabove, there are no other warranties, expressed or implied, made by Aftermarket Parts and Aftermarket Parts neither assumes nor authorizes any other person or firm to assume for it any other obligation or liability in connection with the sale of its parts.

This limited warranty applies to the defective part only and will not cover secondary parts damage, labor, travel time, or mileage.

**Limitation of Liabilities:** In no event will Aftermarket Parts be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value of your business, arising out of or relating to any breach of this warranty or the failure of parts at issue, regardless of: (i) whether the damages were foreseeable; (ii) whether or not Aftermarket Parts was advised of the

possibility of the damages; and (iii) the legal or equitable theory (contract, tort or otherwise) on which the claim is based. IN NO EVENT SHALL AFTERMARKET PARTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO AFTERMARKET PARTS PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000, WHICHEVER IS LESS.