

TERMS AND CONDITIONS

The customer (hereinafter “you” or “customer”) acknowledges and agrees to the following terms and conditions when purchasing parts from or engaging Inland Truck Parts Company (hereinafter “we” or “us”) to perform services of any kind. These terms and conditions apply to any purchase order, invoice, statement of work or other document provided by us to any customer. Receipt of the following terms and conditions shall be an effective acceptance of the terms herein.

LIMITED WARRANTY

We warrant to the original purchaser of the products rebuilt, reconditioned or remanufactured by us that, for a period of 60 days from the date of the sales invoice covering such products, such products will be free from defects in materials and workmanship under normal service and use. This warranty shall not apply to any products which have been subject to misuse, abuse, negligence, accident or unauthorized repairs or alterations, including by way of illustration only and not by way of limitation, improper installation, lack of lubrication or use of improper lubricants. No product will be eligible for this warranty unless it is returned to our shop with transportation charges prepaid for our inspection within 90 days from the date of the sales invoice for such product. Our obligation under this warranty and customer’s exclusive remedy shall be limited, as we may elect, either to the repair or replacement of any products our examination shall disclose to our satisfaction to be defective, free of charge at our shop, or to payment of an amount equal to the original purchase price of such products per our invoice. **THIS IS A LIMITED WARRANTY.**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED UPON OR CAUSED BY BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OR LEGAL THEORY EVEN IF WE ARE UNABLE TO REPAIR OR REPLACE THE DEFECTIVE PRODUCTS. Some states do not allow the exclusion or limitations on warranties or remedies. In such states, all or part of the exclusions or limitations contained in this invoice may not apply.

All new products and factory rebuilt, reconditioned or remanufactured products are warranted by their respective manufacturers, not by us. All used or second-hand products are sold “AS IS” and without any express or implied warranties. We shall not be liable for any labor charges incurred by customer in connection with the removal, replacement, adjustment or repair of any defective products. The customer also acknowledges that we shall not be responsible for the loss or damage to any vehicle or equipment which the customer leaves at our shop, or to any accessories or contents thereof, resulting from theft, fire, collision or any other cause. We shall conduct all labor services and provide all parts in a good and workmanlike manner but shall have no liability related to our services or parts to the customer or any other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

The customer shall reimburse us for all costs and expenses, including reasonable attorneys’ fees incurred by us in collecting amounts due and payable.

ENTIRETY OF AGREEMENT

The customer hereby acknowledges that the terms contained herein are a complete statement of the relationship between us and the customer in connection with the services and/or products provided to the customer. The terms contained herein amend, restate, supersede and terminate any and all prior agreements between us and the customer, whether written, implied or oral, including any terms and conditions or any other similar documents.