

ENGINE PARTS UNLIMITED, INC.

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Warranty: Engine Parts Unlimited, Inc., referred to hereunder as Seller, makes no warranty whatsoever as to...

- (a) Equipment, engines, parts, accessories, tires or other goods manufactured by others, which may be sold by Seller, provided that the Seller will extend to Customer whatever warranties it receives from the maker of the goods.
- **(b)** Used equipment, engines, parts, accessories, tires or other goods, regardless of manufacturer.
- **(c)** Any goods which have been repaired or altered by anyone other than the Seller or one of its authorized service representatives.

Seller shall not be liable for any cargo loss, loss of use, or any other incidental or consequential damage resulting from any defective goods, part or parts. The Seller disclaims any implied warranty of merchantability or fitness for a particular purpose and neither assumes any liability in connection with sale of said products.

New or Remanufactured Parts...

Customer and Seller agree that the Customer's sole remedy for any defects in Seller's goods, whether Customer's claim arises under the warranty set forth above, or otherwise, shall be limited to the repair or replacement, at Seller's option, of any defective parts, which shall be returned to Seller with transportation charges prepaid by the Customer. Seller shall have no obligation to pay for installation or removal of said part or parts.

If repair or replacement is not possible, and a credit is to be issued to the Customer, credit shall be issued after the warranty claim review process has been completed and warranty coverage for said part or parts has been approved.

New or Remanufactured Engines...

Customer and Seller agree that the Customer's sole remedy for any defects in Seller's goods, whether Customer's claim arises under the warranty set forth above, or otherwise, shall be determined by the maker of the goods. Seller shall have no obligation to pay for installation or removal of said goods.