

**The Aftermarket Parts Company, LLC (“NFI PARTS”)**  
**Ordering Policy/Procedures and Warranty Terms and Conditions**

**ORDERING POLICY/PROCEDURE**

**Sales Policy**

Prices listed herein are valid within the domestic United States and Canada and subject to change without notice. NFI Parts is required to charge applicable state tax, provincial sales tax and local tax on every item for which sales tax exemption certification has not been provided.

**Payment Terms**

NFI Parts accepts Mastercard, Visa, and American Express. For customers with approved credit, terms are net thirty (30) calendar days. A delinquency charge of 1% per month of the unpaid balance remaining after the 30<sup>th</sup> day following the invoice date until paid in full, (but not in excess of the lawful maximum per annum), will be applied to the account.

**Freight Policy**

Standard freight to all destinations in the continental United States and Canada is prepaid by NFI Parts. Incremental costs for emergency deliveries will be added to the Customer’s invoice or the freight will be shipped freight collect at the discretion of NFI Parts. Prepaid service is not available on COD orders.

**Concealed Shortages and Freight Damage**

When a discrepancy is found in the Customer’s shipment regarding a shortage, damage, or incorrect part, it must be reported to NFI Part’ Customer Service Department within five (5) business days of receipt of product for consideration.

Shipping damages and or loss must be noted on the carrier waybill at the time of receipt of shipment. A copy of the carrier waybill and or carrier inspections report must be submitted with the Customer’s claim within five (5) business days of receipt of shipment to NFI Parts Customer Service.

Only after an investigation can a credit or reimbursement occur.

If damage is concealed, contact NFI Parts Customer Service. Based on the findings of the inspection, a decision will be made whether to issue a credit and whether the part will either be scrapped or returned to NFI Parts.

**Return Material Policy**

To obtain a Return Materials Authorization (RMA), contact NFI Parts Customer Service with the following information:

1. Part number and quantity
2. Original customer purchase order number
3. Reason for return

The RMA number MUST appear on all documents, correspondence, and shipping containers in order for the Customer’s return to be processed. Parts returned without prior authorization will be returned to the

Customer “freight collect.” A 20% restocking charge will apply to incorrectly ordered parts or surplus parts return. All returned products are subject to inspection by NFI Parts prior to issuance of credit. NFI Parts reserves the right to refuse the return of specialty items and custom fabricated parts. Returned shipments must be received within thirty (30) calendar days of the RMA date and must be accompanied by the RMA form for processing.

### **Materials**

Freight may need to be prepaid by the Customer.

### **Non-Stock Parts (Special Order Items)**

Due to limited usage or other constraints, certain items are not stocked, but may be available for sale via special order. Orders for non-stock items are non-cancelable, subject to lead-time and are not eligible for return. Customer’s Customer Service Representative will advise if an item on the Customer’s order is a non-stock part.

### **Core Returns**

Attach the pre-printed label from the RMA to the shipping carton. The RMA core tag must be completed and attached when returning the core. Clearly mark the outside of each carton or box with the RMA number.

To receive full credit, cores should be clean, drained of oil and other liquids, and returned in usable condition. Cores must be returned within thirty (30) calendar days. Cores returned that are other than the model purchased that are damaged, or in non-rebuildable condition, will be subject to an adjusted core credit. Contact NFI Parts Customer Service for return instructions.

### **PARTS WARRANTY (the “Warranty Agreement”)**

Products sold by NFI Parts are warranted against defects in material and workmanship for a period of six (6) months from the date of purchase. All parts vendor/manufacturer’s warranties to end users in connection with any part sold will flow through to the Customer. In such case, NFI Parts will act solely to assist the Customer with its claim and shall have no liability to the Customer in connection with such warranty. If the vendor/manufacturer’s warranty provides less coverage than NFI Parts limited warranty, then only NFI Parts warranty described herein shall apply.

**SUBJECT TO THE TERMS AND CONDITIONS HEREOF, THE CUSTOMER ACKNOWLEDGES THAT ITS WARRANTY RIGHTS, IF ANY, WILL BE AGAINST EITHER THE VENDOR/MANUFACTURER OF THE PART OR NFI PARTS, BUT NOT BOTH.**

If NFI Parts warranty applies, the obligation is limited to repair, replacement, and/or credit of the item under warranty, at its sole option. A NFI Parts Customer Service Representative will advise which items will be repaired, returned or scrapped in conjunction with issuing an RMA.

Unless otherwise instructed by an NFI Parts Customer Service Representative, the Customer shall ship all items required to be returned for warranty consideration to NFI Parts for review and evaluation at the Customer’s expense.

If the manufacturer/vendor of the product denies the warranty claim(s), the Customer will be notified of the vendor/manufacture’s decision and the Customer’s account will be charged for the cost of the product (if previously credited), as well as any freight expense incurred by NFI Parts to return the product to the

manufacturer. If the Customer wants the parts returned for further review and evaluations after a warranty claim has been denied, it must notify NFI Parts at the time it submits the original warranty claim.

The Customer acknowledges that this Limited Warranty shall not apply to any part that, in NFI Parts reasonable opinion:

- (i) has been altered, modified, changed, reworked, combined with another part or replaced in a manner that would likely affect serviceability in any respect; or
- (ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or
- (iii) has not been serviced and maintained at reasonable intervals according to its supplier's recommendations; or
- (iv) has had installed replacement parts not recommended by NFI Parts and which have been substituted in such a way as to affect serviceability; or
- (v) has not been used for its intended purpose.

**ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF NFI PARTS SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST NFI PARTS WITH RESPECT TO THE PARTS. THIS LIMITED WARRANTY AND NFI PART'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NFI PARTS BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND/OR LOSS OF USE) AND IN NO EVENT SHALL SUCH LIABILITY EXCEED THE PRICE PAID FOR THE PART FOR WHICH THE WARRANTY CLAIM IS MADE. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF NFI PARTS UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF NFI PARTS.**

Further details on the NFI Parts Warranty and Procedures are available upon request from the NFI Parts Customer Service Team at 1-800-665-2637. For warranty information in respect of NFI Parts Kinetik® products or parts, please refer to the NFI Parts Kinetik® Satisfaction Guarantee or call the NFI Parts Customer Service Team at the above-referenced number.

In the event that any terms in the Warranty Agreement conflict with another written agreement between the parties, the terms of the Warranty Agreement shall govern.