

## 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 may be charged on unpaid balances remaining after the 30th 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 Parts Customer Service Department within five (5) business days of receipt of product for consideration. Failure to report the part shortage or damaged shipment within five (5) days may result in no credit being issued to the customer.

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 carrier inspection report, and photos of the damage 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 for the Customer's return to be processed. Parts must be packaged appropriately prior to returning to NFI Parts. NFI Parts will reject any returns that arrive damaged at our facility due to poor packaging. RMA's will be issued to customers upon request based upon the following criteria along with final approval of the Customer Service Representative. "Stocked" refers to items that NFI Parts keeps in stock in one of our warehouses. Non-stocked items are those that we must order on behalf of the customer. **Parts returned without prior authorization will be returned to the Customer "freight collect."**

- **Stocked returns within 30 days of purchase:** Stocked items may be returned within the first 30 days following receipt with up to a 20% restocking fee. The customer is responsible for paying the return freight and bears risk of loss/damage until the goods are received by NFI Parts.
- **Stocked returns 31-90 days of purchase:** Stocked items may be returned after the first 30 days but within the first 90 days following receipt with up to a 30% restocking fee. The customer is responsible for paying the return freight and bears risk of loss/damage until the goods are received by NFI Parts.
- **Non-Stocked returns within 90 days of purchase:** Typically, non-stocked (Special Order) items are not returnable. All non-stocked items require special approval prior to return and, if approval is granted, are subject up to a 50% restocking fee. The customer is responsible for paying the return freight and bears risk of loss/damage until the goods are received by NFI Parts.

Items typically not accepted for return: Contact your Customer Service Representative to evaluate Glass, Electronics, Electric Harnesses, Rubber Products, and Hazardous Materials for return. If approved, up to a 50% restocking fee may apply.

Returned shipments must be received within thirty (30) calendar days of the RMA date and must be accompanied by the RMA form for processing. If parts are not returned within thirty (30) calendar days of RMA issuance, RMA may be cancelled.

**ALL PARTS RETURN REQUESTS ARE SUBJECT TO REVIEW AND APPROVAL BY NFI PARTS MANAGEMENT.**

## Purchase Order Cancellation Policy

Purchase Orders are final and non-cancellable except with prior written authorization from NFI Parts Customer Service. All requests to cancel all or part of a Purchase Order must be submitted to NFI Parts Customer Service, and NFI Parts will determine in its sole discretion whether the Purchase Order may be cancelled. Purchase Orders that are cancelled without prior written authorization will remain valid, and the customer will be responsible for payment of all invoices issued in connection with the Purchase Order.

Purchase Order cancellations which are approved by NFI Parts ("**Approved Cancellations**") will be subject to the below cancellation fees:

- **Cancellation within 7 days of purchase:** 20% of the dollar value of the Approved Cancellation.
- **Cancellation within 30 days of purchase:** 30% of the dollar value of the Approved Cancellation.
- **Cancellation after 30 days:** 50% of the dollar value of the Approved Cancellation.

All cancellation fees will be charged to the original Purchase Order number and invoiced as a separate line item.

## Core Returns

Always contact your Customer Service Representative to arrange all core returns and issue an RMA as needed. To return cores, the shipper must attach the pre-printed label from the RMA to the shipping carton. The RMA number should be clearly marked on the outside of the shipping carton. To receive full credit for the return, the core **MUST BE** drained of oil and other liquids and returned in complete and usable condition. Cores not returned in this condition will not be eligible for credit. Cores must be returned within 30 days of the RMA issuance date for credit. Core credit will be subject to above criteria. Core credit will be issued to customers upon receipt of core at NFI Parts. If it is later determined that the part does not qualify for credit due to failure to meet the above criteria, the customer's account will be charged the exact amount credited upon receipt.

**ALL PARTS RETURN REQUESTS ARE SUBJECT TO REVIEW AND APPROVAL BY NFI PARTS MANAGEMENT.**

## **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 vendor/manufacturer’s parts 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. An 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/manufacturer’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.

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