

Remington Auto Parts, Inc. (RAP)

Certificate of Limited Warranty

Remington Auto Parts (RAP) offers a 90 day warranty on its late model used mechanical parts. For the purpose of this warranty RAP defines "late model" as no older than 10 years from the current year. For example, if the current year is 2014, and your car is a 2005 or newer, your part shall be covered by a 90 day warranty. Used mechanical parts for a vehicle older than 10 years shall be covered by a 30 day warranty.

Because of their nature, the condition and quality of body parts are evident at the time of sale; therefore, body parts are sold "as is" and not eligible for warranty. Customers must inspect these parts carefully before purchase.

All electrical parts such as computers, sensors, wire harnesses, etc. are sold "as is" and are not eligible for warranty.

Batteries are sold "as is" and not eligible for warranty unless otherwise specified on the front of the purchase invoice.

RAP makes absolutely NO warranty expressed or implied as to the fitness for a general or particular purpose or of merchantability in connection with any sale of used tires. **All used tires are sold "as is."** Used tires are not tested or graded by RAP to meet any safety standards. The purchaser of used tires from RAP agrees to accept all risks related to the use of such used tires. Prior to purchase, purchaser must inspect used tires very carefully for size, wear and condition.

All non-deployed airbags and other airbag or SRS system components are sold on an "as is" basis. The user assumes all risks that may arise as a result of the use of these products. RAP makes no expressed or implied warranties regarding the sale of non-deployed airbags and other airbag or SRS system components (including the implied warranty of fitness for a particular purpose and the implied warranty of merchantability).

Terms and Conditions

- This warranty is limited to the replacement of the defective part received by the customer. Customer agrees to provide RAP reasonable time to prepare and deliver the replacement part. In the event RAP cannot locate a replacement part, a refund shall be given. Shipping and delivery charges are not covered by warranty and are not refundable.
- A deposit securing the purchase of a part is the customer's commitment to buy and is our cue to bear the expense of preparing that part for sale. Further, it requires RAP to forego the sale of that part to others. Therefore, deposits are non-refundable.
- Because of the complex nature of modern automobiles, RAP requires all mechanical parts purchased to be installed by an ASE certified automotive technician with a certification of competency in the particular subject matter relating to the part purchased. In addition, the installer must have a certificate of competency in the use of scan tool diagnostics. Failure to do so shall void the warranty.
- Should customer encounter a problem with any warranted part, customer or customer's automotive technician must provide reasonable diagnostics, including scan tool diagnostics, to determine why part is not functioning properly. Many automobile systems are interconnected and may affect other components that appear unrelated. Prior to contacting RAP regarding a part under warranty, customer must have the original invoice in hand for reference and the results of the diagnostic tests performed that determined the part to be defective. For example, compression or cylinder leak down tests, scan tool diagnostic trouble codes, transmission line pressure tests or whatever test is commonly used to determine the failure of the part in question. Should customer or customer's technician not be equipped to provide the necessary diagnostics, customer agrees to take the vehicle to RAP's facility or a facility that is equipped to do so, at customer's expense. In this case, customer must provide documentation that vehicle was examined at a properly equipped facility. Failure to take the above actions shall void the warranty.

- In the situation where a customer or customer's automotive technician determines a warranted part to be defective, the customer must notify RAP immediately and give RAP the opportunity to inspect the part as installed by customer or customer's automotive technician prior to the removal of such part. Failure to do so shall void the warranty.
- Approval for repairs or replacements must be approved by RAP prior to any work being performed.
- Labor is included only if expressly stated on the invoice. Payment for labor requires approval by RAP of the estimate, prior review or proof of scheduled maintenance, and proof the work is done. Labor is capped at the lesser of \$50 per hour or 100% of the price of the part on the invoice (excluding core charges).
- The original invoice must accompany all returns. RAP will not honor any warranty without original receipt.
- Appropriate maintenance receipts are required to prove warranted part was maintained as specified by vehicle manufacturer. Failure to provide this documentation shall void warranty.
- Refer to the vehicle manufacturer's "Owner's Manual" for the correct operation and maintenance schedule.
- This warranty is not transferable and only benefits the customer named on the invoice.
- The year and model of the vehicle from which the part sold to the customer by RAP is within range of interchangeability and may not necessarily be the exact model and year as the customer's vehicle.
- Windshield and other glass breakage are not covered under this warranty
- This part may have accessories that are attached, and must be switched or removed to accommodate proper installation, which is the responsibility of the installer. Such accessories have been included to aid in the convenience of the installation and are not covered by this warranty. Engine warranties are limited to defects in the block, heads, pistons, camshafts, rocker arms, bolts and oil pumps. All other parts that may be provided are "Accessories and Extra Parts." No warranty is provided for any such parts that are attached, including but not limited to parts such as switches, sensors, cables, wire harnesses, electronics, belts, hoses, water pumps, and manifolds. Never expect sensors, switches, wire harnesses or other items RAP may leave on an engine that monitor or connect that engine to a vehicle to be the same as those with which your vehicle came equipped. Expect to use those items from your vehicle just as you would if you were to buy a new or rebuilt engine from the vehicle's manufacturer or rebuilder.
- Any "Recommended Installation Procedures" provided by RAP must be followed by the installer of our product.
- This warranty does not cover freight costs or similar damages.
- We are not responsible for injury or damage during, or as a result of the installation of our product.
- Timing belts, water pump, thermostat, spark plugs, fluids, and seals are routine maintenance items and should be replaced at the time of installation and at the vehicle manufacturer's recommended service intervals.
- Proper operation of the cooling and electrical systems must be checked during the installation of products that can be affected by those systems. A failure to do so that results in damage to a warranted part shall void the warranty.
- While most fluids have been drained from our product, it is your responsibility to completely drain and replace filters, lubricants, antifreeze, and other fluids with those that are new, clean and approved by the vehicle's manufacturer.
- **Transmission:** It is the responsibility of the installer to flush then reverse flush the transmission oil cooler, the transmission oil cooler lines, fill the differential on transaxles with a separate fill port for the differential section, adjust shifter mechanisms and transmission line pressure, replace filters, seals, pan gaskets and reset or replace transmission computers when installing a transmission. Performing these tasks is essential and shall require documentation or warranty shall be void. Improper installation of the torque converter into the transmission pump, restrictions in transmission oil coolers or lines, and transmission overheating shall void warranty. A leaking torque converter seal at the transmission pump on a recently installed transmission is an indication of an incorrectly seated torque converter, incorrectly installed seal or overheating. Improper transmission fluid level can cause erratic shifting and the transmission fluid to become "air entrained," thereby increasing friction within the transmission. Improper transmission fluid level or failure to take the above actions shall void the warranty.
- **Engine:** Claims related to the overheating and/or improper lubrication of the engine or its components are not covered by this warranty. Automobiles are equipped with engine monitoring devices called "gauges" which provide the installer or vehicle operator the ability to know the engine temperature and oil pressure at all times. A failure to monitor engine temperature and oil pressure may lead to overheating and increased friction which may cause engine damage. It is the installer's or vehicle operator's responsibility to shut an engine down should the engine oil pressure drop or engine temperature rise toward the danger zone. Heat tabs are installed on all engines sold by RAP. A heat tab that has been tampered with or has a melted center shall void the warranty. RAP reserves the right to perform an oil analysis or inspect lubricated parts for lack of lubrication prior to the settlement of any warranty claim.
- **Other:** Tie rod ends, ball joints, wheel bearings, and bushings related to steering and suspension components are not covered by this warranty and should be inspected and replaced as needed by the installer.
- **In the Event of Failure:** The purchaser must use all reasonable means to protect the product from further damage and must return the original defective product to RAP. The purchaser must furnish RAP with such information as RAP may reasonably require, including proof of the vehicle's regular maintenance as recommended by the vehicle manufacturer in the owner's manual and documentation relating to the installer's competency

- In the event a problem is encountered with a warranted part, a technical support representative from RAP will ask the customer or the customer's technician questions related to the installation and any diagnostic steps performed to determine the problem. In a situation where a customer or customer's technician is unable to answer questions relating to the installation, lacks the competency to perform reasonable diagnostics or is not equipped to do so, customer agrees to deliver the vehicle with the warranted part installed to RAP's facility for proper diagnosis, or to an unrelated third party automotive repair facility for proper diagnosis. The expense for transportation of the vehicle and diagnosis shall be borne by the customer because it is the responsibility of the customer to choose a competent installer for the part purchased in the first place.
- It is the customer's responsibility to accurately describe the vehicle for which the customer needs parts. To provide you with the correct part we may ask for the year, make, model, trim level, part codes or numbers or the VIN. Failure to provide RAP with this information or providing incorrect information may lead to an incorrectly ordered part. Incorrectly ordered parts shall be subject to a 20% restocking fee should RAP, at its discretion, accept that part as a return. Incorrectly ordered parts that RAP purchases from an outside source on behalf of the customer shall not be, under any circumstances, returnable.
- Should any legal action arise regarding this sale, the customer agrees that Fauquier County, Virginia shall be the jurisdiction for any such action.

All Warranties are Null and Void If:

- The oil and filters for the engine, transmission or other lubricated parts under warranty are not changed at intervals specified by the vehicle's manufacturer.
- If warranted part is damaged by non-covered components, improper installation, failure to clear computer codes, defective workmanship, or improper maintenance.
- Failure is caused by abuse, misuse, or modifications.
- The vehicle is used in a fleet, taxi, government, commercial vehicle or limo service or has been converted from private passenger use to commercial or fleet use, or is used for racing, other competition or off road recreational purposes.
- Failure is caused by towing a trailer or other vehicle unless your vehicle is equipped for this purpose as recommended by the vehicle manufacturer.
- The part is installed in an application for which the vehicle manufacturer did not intend.
- The vehicle has been modified to plow snow, whether the snowplow is attached to the vehicle or not. The part fails or becomes defective because the vehicle was involved in a collision.
- The part is installed or operated in a vehicle outside the United States or Canada.
- Installation instructions that may have been provided by RAP have not been followed during installation.
- The part is sold "as is" as indicated on the front of invoice.
- The transmission fluid, filter and seals are not replaced at time of installation with OEM grade products.
- Failure is caused by or related to a collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, freezing, flood or terrorism.

IMPORTANT NOTICES:

Please be advised that all parts sold by RAP are marked in an effort to prevent fraud and theft. RAP marks its parts externally and internally with parts marking pens, stamping, etching and marking fluid visible only under ultraviolet light. These markings can detect any tampering or swapping of internal components and if the installation of the part bought has actually occurred. A misrepresentation of material fact by the customer or customer's installer shall immediately void warranty and any attempt at fraud or theft will result in prosecution.

All implied warranties, including warranties of merchantability or fitness for a particular purpose, are limited to the duration of this warranty and do not cover incidental or consequential damages.

The purchaser hereby understands that due to the nature of used auto parts, any liability of RAP from all causes shall be limited to the price paid for the goods sold or provided. If a part sold by RAP is defective, liability shall be limited to the replacement of the part or a remedy not to exceed the price paid for the part, at RAP's option.

RAP is not responsible for safe transportation, securing products or ensuring their security on or in your vehicle.

All payments are due in full by the date due stated on the invoice. Balances not paid by the due date will be subject to a late payment fee of the greater of (i) 2% per month compounded monthly (26.8%) per year or (ii) \$5.00. In addition, the customer is responsible for all costs of

collection including reasonable attorney fees and other fees incurred in the collection process. If the foregoing charges exceed the rate that can be lawfully charged, then such charges shall be calculated at the highest lawful rate.

Business checks are accepted under the following conditions: If your check is dishonored or returned for any reason, you authorize RAP to electronically debit your checking account for the amount of the check, plus the maximum processing or returned check fees allowed by state or federal law. Your usage of a check for payment is your acceptance of these conditions.