

STANDARD TRADE PRACTICES OF THE AUTO DISMANTLING INDUSTRY AND CUMBERLAND USED AUTO PARTS (CUAP/Seller) of Marietta, Georgia



Below are our REFUND and WARRANTY policies. Please read carefully.

CUAP offers a 10-calendar day return policy for incorrect parts and a 30-calendar day *replacement-first* limited warranty for defective parts. Replacement-first means that the first course of action after identification and notification to CUAP of a faulty part is for CUAP to offer a replacement for that part that is compatible with the intended vehicle. If CUAP is unable to replace that part within 3 business days, and none of the warranty limitations apply & all warranty requirements are met as explained below, then CUAP will issue a refund.

Customer acknowledges that the right to a full refund is forfeited if customer chooses to purchase a part elsewhere without communication with us and without the opportunity to provide a replacement part with the 3 business days.

- 1. All parts returned are subject to acceptance by Seller and are subject to a 25% handling and restocking charge if accepted. Parts other than those originally sold or which have been altered or damaged are not acceptable for return. The parts must be in the same condition as when sold upon return. It is agreed that the sole determiner of condition for return is Seller. Buyer agrees to any inspection or method of inspection dictated by Seller and agrees Seller has the right not to accept returned used merchandise if in Seller's discretion, he believes condition of used merchandise has changed from date of sale. If you are a charge customer and parts you ordered are not picked up within 5 business days, then your account will be charged a restocking fee of 25 percent and subject to payment in advance for future orders.
- 2. **NO LABOR GUARANTEES EVER.** SELLER HAS NO RESPONSIBILITY FOR IMPROPER INSTALLATION OR USAGE AFTER TIME OF PURCHASE. SELLER IS NOT LIABLE FOR, AND BUYER WAIVES ALL CLAIMS FOR CONSEQUENTIAL DAMAGES WHICH RESULT FROM THE SALE OF THE ABOVE PARTS INCLUDING BUT NOT LIMITED TO LABOR CHARGES TO INSTALL OR REMOVE THE PARTS, LOSS OF INCOME, WAGES OR SALARY OR CAR RENTAL CHARGES. BUYER'S SOLE REMEDY AGAINST SELLER SHALL BE A RETURN OF THE PRICE ON THE ORIGINAL INVOICE OR AN EXCHANGE OF A REPLACEMENT PART IF TIMELY RETURNED TO SELLER. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE ORIGINAL INVOICE.
- 3. **ENGINES.** CUAP warrants to the original purchaser the internal parts of the engines to be free of defects for a period of 30 days from the date of sale. The parts covered by this warranty are the engine block, cylinder head with valves, cam shaft, connecting rods and bearings, pistons, piston rings, oil pump, crankshaft and bearings, rocker arms, valve filters, and other internal parts. Excluded from this warranty are the carburetor, fuel pump, water pump, all electrical parts, hoses, lines, belts, intake and exhaust manifolds, fuel injector pumps, all other fuel injector parts, oil pans and all other external parts. Calibration and adjustment of the excluded parts is also excluded from this warranty. This warranty is void if new oil and oil filters are not used in installation and/or if engine is run hot or heat tabs are removed or melted.
- 3. **TRANSMISSIONS.** CUAP warrants to the original purchaser its transmission to be free of defects for a period of 30 days from the date of sale. The parts covered by this warranty are the transmission case and all internal parts including the torque converter. Excluded from this warranty are the transmission mounts, shifting linkage, flywheel, all other external parts, and problems that result from not installing new fluid, filter and seals when installing the transmission. Shearing or breaking of teeth in standard transmissions is not warranted under any circumstances. Transmissions that are taken apart by customer or representative will have no warranty and are not returnable.
- 4. **TIRES and ELECTRICAL PARTS.** CUAP does not warranty tires or electrical parts (ex. ALTERNATORS, WINDOW REGULATORS, FUEL PUMPS, COMPUTERS, POWER STEERING PUMPS, RADIOS). These parts are sold 100% AS-IS. If we have another one, we can at our own discretion, offer a replacement part but we are under no obligation to do so.
- 5. **BODY SECTIONS** which have been cut off to order are not returnable. Cosmetic damage of all body parts must be inspected at the time of purchase. No returns are allowed on body parts for cosmetic reasons.
- 6. **SPECIAL ORDERS.** No refunds or returns on special order parts.
- 7. **CORE CHARGES.** Exchange parts must be turned in at time of purchase or a core charge, if applicable, will be assessed. The core charge will be refunded if the exchange parts are submitted to CUAP within ten (10) days of purchase date.
- 8. **WARRANTY IS VOID** a) **WITHOUT THE INVOICE AND A SIGNED COPY OF THIS WARRANTY,** b) if a specific notation is made on the invoice for an as-is/no return/no warranty, c) if our marking on the part has been modified or removed
- 9. **TERMS.** Buyer agrees to pay attorney's fees, court costs, collection fees, and investigation fees incurred in the collection of this account. **CHECKS:** Buyer agrees to pay attorney's fees, court costs, bank charges, plus \$35.00 for retuned checks.
- 10. **SAFETY HAZARDS.** All used parts must be inspected by buyer for defects or safety hazards. Seller states that it in no way guarantees or warrants used merchandise for apparent or non-apparent safety hazards and affirmatively states that used parts or merchandise sold may have safety hazards, and it is the responsibility of buyer to inspect for actual or latent safety hazards or hire an expert to so inspect. **Mileage is never certified on any used part and is not a valid reason for return.**
- 11. **EXAMINATION.** Buyer affirms that before he has entered into this agreement, Seller requested that he examine the parts or merchandise to ascertain whether there were defects therein; that Seller afforded to Buyer an adequate opportunity to make such examination before he entered into this agreement and that he has examined the goods as fully as he desires for the purpose of determining whether there are defects.

_____ Marked Color: BLU GRN YEL WHT ORG Damage Notes: _____
CUAP Initial Here

Customer Signature

Date