

# TRUCK PARTS EAST

## Terms and Conditions

Effective January 2011

**TERMS: NET 10<sup>th</sup> PROX** Accounts are due and payable on the 10<sup>th</sup> of the month. Past due accounts are subject to a finance charge of 1.5% per month (annual rate of 18%).

**PRICES:** Prices are subject to change without notice. The minimum order is \$10.00. To maintain an open account, a customer's purchases must average \$50.00 per month.

**SPECIAL ORDERS:** All special-ordered items are deemed non-stocking and, therefore, are **NOT returnable**. If a customer places a special order for an item and does not have an established account, *Truck Parts East* must collect 50% of the purchase price up front before ordering the item.

**FREIGHT:** All orders over \$500.00 (before tax) will be **FREIGHT PREPAID (UPS GROUND ONLY)** for in stock and stock-ordered items only. Special-ordered items will be charged incoming freight. **ENGINE COMPRESSION BRAKE KITS, CHARGE-AIR COOLERS AND MBRP EXHAUST KITS FOR DIESEL PICKUP TRUCKS ARE THE ONLY EXCEPTIONS.** Engine compression brake kits will be freight prepaid if the order is for 2 or more kits (mix or match). Charge-air coolers are shipped via truck freight and, therefore, are **NOT** freight prepaid. MBRP exhaust kits for diesel pickup trucks will be freight prepaid when the order is for 4 or more kits. *Truck Parts East* reserves the right to choose the freight company.

**RETURN POLICY:** Product returned cannot exceed 4% of the prior year's purchases and must be accompanied by an offsetting order value of 2 for 1; otherwise, a 15% restocking fee will be assessed. Prior permission must be received from *Truck Parts East*, and a **RGA number** must be assigned. Product returned for full credit must be in resalable condition. Credit for product returned will be issued as an in-house credit against future purchases. No check refunds will be issued for unused credits. Credits must be used within 1 year.

**CORE POLICY:** Credit will be issued as cores are received. No credit will be allowed for core returns in excess of product purchased. No core banks will be maintained. **ALL** cores must be returned within 30 days from the date of sale and be accompanied by a copy of the invoice. All returned charge-air cooler cores must be of the same part number purchased and freight prepaid by the customer.

**DISCLAIMER OF WARRANTIES:** Any warranties on the parts sold are those made by the manufacturer. *Truck Parts East* hereby disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any liability in connection with the sale of said parts.

These Terms and Conditions are subject to change without notice.