

STANDARD TRADE PRACTICES OF THE AUTO DISMANTLING INDUSTRY AND SELLER

1. A reasonable cash deposit is required for orders where parts must be removed, or ordered from other sources.
2. Exchange parts must be turned in at the time of purchase, or a core charge will be made. The core charge will be refunded if the exchange parts are brought in within 10 days. The refund of the core charge will not include sales tax.
3. Engines are guaranteed against rod knock, cracked block, and excessive smoking for a period of 30 days from the date of purchase. Engine accessories are not guaranteed.
4. Transmissions are guaranteed to work properly at the time of purchase. Gears are guaranteed to be in good condition at time of purchase.
5. Rear ends are guaranteed to work properly at time of purchase, gears are guaranteed to be in good condition at time of purchase, bearings are guaranteed to be without material noise at time of purchase.
6. Starters, generators, alternators guaranteed to work at time of purchase. There is no responsibility for improper installation, faulty voltage regulator or poor electrical connections by customer.
7. Radiators and heaters are guaranteed not to leak at time of purchase. Batteries are guaranteed to hold charge.
8. THERE IS NO RESPONSIBILITY FOR IMPROPER INSTALLATION OR USAGE AFTER TIME OF PURCHASE. SELLER IS NOT LIABLE FOR AND PURCHASER 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 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 FACE HEREOF.
9. Parts must be clearly designated "rebuilt" to qualify for overhauled guarantee.
10. Parts may not be returned after 10 days from date of this invoice unless otherwise stated in writing at time of purchase. These parts are subject to acceptance by dismantler and are subject to 15% handling charge if accepted. Parts other than those originally sold or which have been altered or damaged are not acceptable for return. Body sections which have been cut off to order are not returnable. 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.
11. Claims for adjustment or return due to defective or improper parts must be made in writing within 30 days of time of purchase, unless other specific arrangements were made in writing at time of purchase.
12. All used parts or merchandise 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.
13. 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.
14. NO WARRANTY ON LABOR.