

ENGINE SALE & RETURN POLICY AGREEMENT

(Document EPU104 – Revised: July 28, 2011)



ENGINE PARTS UNLIMITED, INC.
6 KIRTLAND COURT
WALLINGFORD, CT. 06492
Tel: (203) 265-7871
Fax: (203) 265-2159
www.epu.com

TERMS AND CONDITIONS

In consideration of the authorization for engine(s) sale by **Engine Parts Unlimited, Inc.** to _____ (customer name), and for other valuable consideration, the undersigned, hereinafter referred to as Customer, hereby agrees

1. All information included in this contract is accurate and correct.
2. **Warranty:** Engine Parts Unlimited, Inc., referred to hereunder as Seller, makes no warranty whatsoever as to...
 - (a) Engines, equipment, parts, accessories or other goods manufactured by others, which may be sold by Seller, provided that the Seller will extend to Customer whatever warranties it receives from the maker of the goods.
 - (b) Used engines, equipment, parts, accessories or other goods, regardless of manufacturer.
 - (c) Any goods which have been repaired or altered by anyone other than the Seller or one of its authorized service representatives.

Seller shall not be liable for any cargo loss, loss of use, or any other incidental or consequential damage resulting from any defective part or parts. The Seller disclaims any implied warranty of merchantability or fitness for a particular purpose and neither assumes any liability in connection with sale of said products.

Customer and Seller agree that the Customer's sole remedy for any defects in Seller's goods, whether Customer's claim arises under the warranty set forth above, or otherwise, shall be determined by the maker of the goods. Seller shall have no obligation to pay for installation or removal of said part or parts.

4. **Returns:** No returns.
5. **Payment:** Payment shall be received in full **before** engine order is submitted to the manufacturer.
6. **Default:** In the event the Customer fails to pay Engine Parts Unlimited, Inc. all amounts which become due under this agreement, including but not limited to the cancellation or retraction of payment after engine order has been submitted to the manufacturer, or fails to perform its obligations hereunder, and Engine Parts Unlimited, Inc. refers such matters to an attorney, customer agrees to pay, in addition to the amount due, any and all costs incurred by Engine Parts Unlimited, Inc. as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.
7. If any of these provisions are deemed to be unenforceable in whole or in part, the remaining provision shall remain unaffected and of full force and effect.

The undersigned hereby authorizes Engine Parts Unlimited, Inc. to perform the services herein described, subject to the TERMS AND CONDITIONS set forth within this 1 page contract, which are expressly incorporated herein by reference.

Agreed and Accepted on the _____ day of _____ 20____

Company Name: _____

Title: _____

Name (print): _____

Authorized Signature: _____

*Please fax this document back to (203) 265-2159 as agreement and acceptance of these terms.
If you have any questions, please contact us at the phone number listed at top.*