

# **SERVICE & REPAIR WORK RELEASE AGREEMENT**

(Document EPU105 – Revised: May 15, 2016)



Authorized Dealer  
& Service Center

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

### **Hourly Rates per Workman**

Monday – Friday, 7:00 AM – 5:00 PM: \$130.00

Monday – Friday, 5:00 PM – 7:00 AM: \$195.00

Saturday, Sunday and Holidays: \$260.00

### **Additional Charges if Travel to an Offsite Location is Required**

- Mileage rate per mile per vehicle (port to port) \$2.50.
- There will be a \$130.00 per workman charge to travel to and from the jobsite, unless otherwise noted.
- Engine Parts Unlimited, Inc. will determine the number of workman needed to successfully complete the off site work.
- Travel time includes but is not limited to the following:
  - The amount of time necessary to load and unload the vehicle for said offsite work.
  - The amount of time spent in the vehicle traveling to and from the job site location.

### **CUSTOMER INFORMATION**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Billing Address (if different than above): \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### **VEHICLE INFORMATION**

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

VIN #: \_\_\_\_\_

Unit #: \_\_\_\_\_

Application: \_\_\_\_\_

### **ENGINE INFORMATION**

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Serial #: \_\_\_\_\_

Number of Hours: \_\_\_\_\_

### **DESCRIPTION OF WORK AND/OR INSTRUCTIONS**

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### **TRAVEL & VEHICLE EXPENSES**

Will travel to offsite location be required? \_\_\_ Yes \_\_\_ No (If Yes, the additional charges listed above apply)

**TERMS AND CONDITIONS**

In consideration of the authorization for service and/or repair 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. **Performance:** Engine Parts Unlimited, Inc. shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, acts of terrorism and acts of God.
3. **Testing:** The purchaser or Customer grants Engine Parts Unlimited, Inc. the right to operate his vehicle on the street, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on any vehicle, engine or part to secure the amount owed to Engine Parts Unlimited, Inc., due to repairs.
4. **Loss:** Engine Parts Unlimited, Inc. will not be held responsible for loss and/or damage to Vehicle or articles left in vehicle in case of fire, theft or any other cause beyond our control.
5. **Warranty:** Engine Parts Unlimited, Inc., referred to hereunder as Seller, makes no warranty whatsoever as to...
  - (a) Equipment, parts, accessories, tires 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 equipment, parts, accessories, tires 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 limited to the repair or replacement, at Seller's option, of any defective parts, which shall be returned to Seller with transportation charges prepaid by the Customer. Seller shall have no obligation to pay for installation or removal of said part or parts.

If repair or replacement is not possible, a credit shall be issued to the Customer after the warranty claim review process has been completed and warranty coverage for said part or parts has been approved.

6. **Payment:** Payment shall be received in full within 30 days of completion of work. (If Customer holds an open line-of-credit account with Engine Parts Unlimited, Inc., please refer to open account contract agreement for additional terms and conditions that may apply.)

Customer and Engine Parts Unlimited, Inc., agree that any adjustments, corrective measures, follow-up work or subsequent labor will not be performed on vehicles, engines, parts, accessories or workmanship unless original invoice has been paid in full.

7. **Late Charge:** In the event that full payment is not received according to the terms of this form, a late charge shall be assessed at the highest rate allowed by law or 1.5% per month (18% per annum), whichever is greater, until all amounts are paid in full.
8. **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, 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.
9. 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 and/or repairs herein described, subject to the **TERMS AND CONDITIONS** set forth within this 2 page contract, which are expressly incorporated herein by reference. In addition, the undersigned hereby represents and warrants that he or she is either the true lawful owner of the motor vehicle, vessel, engine, and/or equipment, with full authority for the performance of service and/or repairs described above.

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.*