

Active Truck Parts Terms of Sale

- Active Truck Parts reserves the first right and sole discretion to remedy any claim for warranty, return, or adjustment.
- All sheet metal and collision parts sold as is
- Seller not responsible for buyer error
- \$30.00 charge on all returned checks
- Parts must be returned in same condition
- If, at seller's sole discretion, within 3 days of purchase a non-warranty return is allowed, a 30% restocking fee will be charged.
- Original Invoice must accompany all warranty or return claims.
- Non-refundable or incomplete cores are not acceptable for credit
- Seller is not responsible for delays in UPS or common Carrier freight or shipments. Freight delivery is beyond our control.
- Freight damage is buyer's responsibility.
- Active Truck Parts has a minimum purchase policy of \$40.00. There are no refunds under any circumstance for parts costing \$40.00 or less.
- 30 day limited warranty on used engines, transmissions, differentials and steering gears.
- 6 month limited warranty on all reconditioned and rebuilt transmissions and differentials.
- Electrical parts are guaranteed for 72 hours from time of purchase. No refund if replacement part is available. No warranty, no returns.
- Radiators and charge air coolers are guaranteed not to leak at time of purchase. No refund on radiators that have been boiled out after the date of purchase.

Claims for adjustment or return

All claims for returns or price adjustment must be made within 3 days of the date of purchase, or within 3 days of receipt of merchandise that is shipped. Active may require documentation or photos of the damage as justification of any price adjustment. There will be no return or price adjustment for damage described and pre-disclosed prior to purchase.

All used parts or merchandise must be inspected by buyer for defects or safety hazards. Seller states that in no way guarantees or warranties 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.

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.

All parts are sold "As Is" and except as noted on face of invoice, there are no expressed or implied warranties made by seller. There are no other expressed warranties, whether written or oral, that extend beyond the description on original invoice. All implied warranties, including without limitations the implied warranties of merchantability or fitness for a particular purpose, are expressly disclaimed.

Under no circumstances will Active Truck Parts recognize or consider claims for consequential losses including but not limited to freight charges, towing, down time, lodging, vehicle rental or progressive damage.