

Att: Website

GENERAL AUTO PARTS, LLC

Fax Back To: 815 986-0772

Credit Card Authorization



Bill To

PRINTED NAME OF CARDHOLDER (*purchaser*): _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE#: _____ FAX#: _____

EMAIL: _____ for package tracking.

Ship To

Same as Above NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE#: _____

****REQUIRED** To ensure order accuracy **REQUIRED****

PO#:

Vehicle Year: Model:

VIN#:

Parts Purchased:

Credit Cards Accepted: VISA MASTERCARD DISCOVER

Credit Card Number: _____

Expiration Date: _____ Verification Code (3 digit #): _____

Driver's Lic. #: _____

Today's Date: _____ Charge Amount \$ _____ (*applicable sales tax, core fee and shipping may be added.*)

Cardholder (*purchaser*) _____ Authorizes General Auto Parts, LLC

Signature

to charge my credit card as indicated above and by purchasing or accepting the seller's products or services hereby agrees to the following terms and conditions, If any legal action or proceeding arising out, or relating to, any sale is brought by the Purchaser or seller, the Purchaser shall be responsible for all the seller's attorney's fees, collection costs, court costs and expenses incurred in collecting the amounts due from Purchaser, regardless of whether or not seller institutes a legal action. Any and all disputes concerning, relating to, or arising from this transaction shall be heard exclusively in the Circuit Court of Winnebago County, Illinois, and shall be subject to Illinois law. Purchaser waives the right to trial by jury. Purchaser acknowledges he/she has read, understands and agrees to the terms and conditions as outlined by www.general-auto.com and by the seller's invoice, including the terms and conditions on the reverse side thereof and any extended warranty agreement, if applicable. Purchaser acknowledges receipt thereof. The person signing this document warrants and represents that he/she is fully authorized to enter into this agreement.

Terms: As-Is, All Sales are Final

**LIMITED WARRANTY INFORMATION
TERMS & CONDITIONS**

3 MONTH/3,000 MILE LIMITED MECHANICAL PARTS WARRANTY

We protect your investment with a 3 month/3,000 mile (whichever comes first) guarantee from the original date of purchase against product failure due to defect. At our option, General Auto Parts, LLC will repair, have repaired by a repairer of our choice, replace, or refund the purchase price of the part in the event of a failure. We reserve the right to replace the part with equal to or greater miles than the original part purchased. If an engine or transmission assembly purchased is approved by us for repair, we will pay actual labor costs to the repairer, capped at our wholesale labor coverage schedule. No other warranty on labor is expressed or implied.

THE MECHANICAL PARTS WARRANTY EXCLUDES

Breakdowns caused by non-covered components, improper installation, failure to clear computer codes, defective workmanship, usage for which the part was not intended or improper maintenance (e.g. using the correct types and levels of fluids and lubricants as outlined in the owner's manual).

ALL WARRANTIES & REFUNDS ARE NULL AND VOID IF

- The Terms & Conditions and return policies are not complied, including those on the front of the invoice.
- The part is used in a vehicle for fleet, taxi, racing, off-road recreational purposes, government and commercial use or converted from private passenger use to commercial or fleet use.
- Failure is caused by abuse, misuse, or modifications.
- Failure is caused by towing a trailer or other vehicle unless the vehicle is equipped for this purpose as recommended by the manufacturer.
- The vehicle has been modified to plow snow, whether the snowplow is attached to the vehicle or not.
- The part fails or becomes defective due to the vehicle being involved in a collision, fire, theft, vandalism, riot, terrorism, explosion, lightning, earthquake, windstorm, hail, water, freezing or flood.
- The part is not installed by an ASE certified mechanic or is shipped/operated outside the continental United States.
- The installed heat tab is removed or melted (*mechanical parts*). Tamper proof label is removed or broken (*electrical parts*).
- The ECM was not flashed or reprogrammed by manufacturer's dealer.
- **The part is sold "As-Is – Where-Is" as indicated on the front of the invoice.**
- The engine, transmission, transfer case, carrier or axle assembly fluids are over or under filled.
- The vehicle is not serviced and documented at proper intervals or fuel, oil and coolant is not used in accordance with the vehicle manufacturer's specifications.
- The engine oil and filter are not replaced and documented every 3,000 miles with the appropriate manufacturer's recommended motor oil and fluid level.
- The transmission fluid and filter are not replaced and documented at the time of installation with the appropriate manufacturer's recommended transmission fluid and level or transmission is not serviced and documented at the manufacturer's specified interval in accordance with the vehicle manufacturer's specifications.
- Failure to provide written maintenance, installation receipts and other documentation thereof.
- Engines, transmissions, transfer cases, carriers, axle assy. or any other part and the vehicle they are installed in are not made available for inspection & testing within 5 days of filling a claim and prior to removal.
- The "Accessories or Extra Parts", non-warranty or non-sale parts cause damage or failure to the parts under warranty.
- Core is not for same interchange (fitment) as sold on invoice, not complete (must contain same parts as invoiced part), not rebuildable, e.g., engine block is damaged, transmission case is damaged.
- Purchaser fails to return original part and/or the purchaser does not accept delivery of the replacement part or refund within 6 business days of an approved warranty claim or refund.
- Part is not shipped or returned within 6 business days of an RMA# being issued or an approved return.

TERMS AND CONDITIONS

- The original invoice must accompany all returns and is non-transferable.
- Warranty is non-transferable and only valid for the purchaser named on the invoice.
- Approval for repairs, disassembly, alterations or replacements must be approved by us prior to any work being performed.
- We reserve the right to inspect any product prior to replacement or repair.
- Labor is only included if expressly stated on the front of the invoice. Payment for labor requires our prior approval of the estimate, prior review or proof of scheduled maintenance and proof the work is done. Labor is capped at the lesser of \$50.00 per hour or 100% of the price of the part on the invoice (excluding core charges). Labor coverage is for defect in material only. Labor for parts ordered or sold wrong, or for any other reason is EXCLUDED from any warranty, it's the installers responsibility to make sure the part fits and interchanges with the application before installation.
- Appropriate maintenance receipts required.
- The year and model of the vehicle or part printed on the invoice is within a range of interchangeability (fitment) and may not necessarily be the exact model and year as the part or vehicle that has been provided.
- Glass breakage and paint damage is not covered under this warranty or sale.
- No guarantee on color match, returns for wrong color will be subject to return policy and terms & conditions.
- Refer to the manufacturers "Owner's Manual" for your vehicle for correct operation and maintenance schedule.
- Mileage is not guaranteed on any part.
- We are not responsible for purchaser errors.
- We are not responsible for shipping/freight delays. Shipping/freight is a 3rd party service and beyond our control.
- Purchaser is fully responsible for all shipping, freight and delivery costs, including but not limited to, additional lift gate, residential fees, and are non-refundable. We do not issue call tags for returns, purchaser accepts all return costs.
- Shipping, freight, delivery costs, similar and/or physical damages are not covered by the warranty or sale for any reason.
- Purchaser has 5 business days after receiving an item to submit a written claim of damage, missing or incomplete parts. Mail claims to: General Auto Parts, LLC, 715 Kennon Rd, Rockford, IL 61109, proof of delivery required.
- If purchaser is not present to receive the delivery of a purchase, purchaser agrees to assume all liability for item(s) left at delivery address without a receiver and signature thereof.
- We are not responsible for personal injury or damage during, or as a result of, handling or installation of our product.
- Replacements, repairs or price adjustments do not extend your warranty.
- Parts determined by us to be "Accessories or Extra Parts", must be inspected, switched, replaced or removed to accommodate proper installation, which is the responsibility of the installer, such parts have been included to aid in the convenience of installation and are not included in any warranty or sale.
- **Engine Warranty:** is limited to the Long Block which includes defects in the block, heads, pistons, crankshafts, camshafts, rockers and oil pumps. All other parts that may be provided are "Accessories or Extra Parts" and are excluded from the sale and warranty, including but not limited to parts such as switches, sensors, cables, oil pan, wire harness', electronics, belts, hoses, filters, gaskets, seals, water pump and manifolds.
- **Engine:** Claims related to the overheating or improper lubrication of the engine or its components are not covered by this warranty.
- Timing belts/chains, thermostat, water pump, spark plugs, belts, hoses, fluids, filters, gaskets and seals are excluded from the warranty and sale and are routine maintenance items and should be replaced at the time of installation and at the manufacturers recommended service intervals.
- **Transmission:** It is the responsibility of the installer to reprogram any modules, flush or replace the radiator, transmission oil cooler, transmission fluid cooling lines. Replace fluids, filters, gaskets, seals and adjust shifter mechanism.
- Proper operation of the cooling and electrical system must be checked during the installation of products that can be affected by those systems.
- While most fluids have been drained from our products, it is your responsibility to completely drain and replace with fluids, lubricants, anti-freeze and filters that are fresh, clean and approved by the OE manufacturer.
- Any "Recommended Installation Procedures" provided by us must be followed by the installer to maintain warranty coverage.
- **Other:** Tie rod ends, ball joints, wheel bearings and bushings related to steering and suspension components are not included in the warranty or sale and should be inspected and replaced by the installer.
- **In The Event of Failure:** Purchaser must submit a written claim of warranty within the warranty period, mail claims to: General Auto Parts, LLC,

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715 Kennon Rd, Rockford, IL 61109, proof of delivery required. Purchaser must use all reasonable means to protect the product from further damage and must return the original defective product to us. The purchaser must furnish us with such information as we may reasonably require, including written proof of the vehicle's regular maintenance as recommended by the vehicle manufacturer in the owner's manual. You may be required to have the defective part, vehicle it is installed in or both brought to our facility or a repairer of our choice, purchaser hereby agrees to pay all costs associated with inspection, diagnosis, testing and repairs if failure didn't occur or is found to be caused by improper installation or any other cause outside the scope of warranty herein. We reserve the right to inspect warranty claims related to engines, transmissions, transfer cases, carriers, axle assemblies or any other part prior to removal or return and furthermore reserve the exclusive right to make the final determination as to the warranted parts failure, no other parties shall prevail, our decision will determine the validity of the warranty claim.

- Extended labor warranty claims will be repaired at our option, General Auto Parts, LLC will perform the labor warranty work or have the work performed by a repairer of our choice.

NOTICES

Tires: Due to many varied and different conditions to which used tires may have previously been exposed, we make absolutely NO warranty, expressed or implied, as to the fitness for a general or particular purpose or of merchantability in connection with any sale of used tires. **ALL USED TIRES ARE SOLD "AS-IS"**. Used tires are not tested or labeled by us to meet any safety standards. The purchaser of used tires from us agrees to accept all risks relating to the use of such used tires.

Repair Service: Purchaser hereby authorizes the repair work to be done along with the necessary materials and hereby grant you or your employee's permission to operate the vehicle on streets, highways or elsewhere, at my own risk, for the purpose of, but not limited to, testing or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto. Warranty on labor is limited to craftsmanship and 6 months or 6,000 miles, whichever comes first. Warranty work has to be performed in our shop and cannot exceed the original cost of repair. Purchaser agrees that General Auto Parts, LLC. is not responsible for loss or damage to the vehicle or loss of articles caused by fire, theft, accident or any other cause.

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NO ADDITIONAL WARRANTIES. THE WARRANTIES AS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED.

NO CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE, SUCH AS LOSS OF BUSINESS OPERATIONS OR PROFITS. ADDITIONALLY, SELLER'S TOTAL LIABILITY FROM ALL LIABILITY SHALL BE LIMITED TO THE PRICE PAID FOR THE GOODS SOLD OR PROVIDED.

PURCHASER HEREBY UNDERSTANDS THAT DUE TO THE NATURE OF USED AUTO PARTS, ANY OF OUR LIABILITY FROM ALL CAUSES SHALL BE LIMITED TO THE PRICE PAID FOR THE GOODS SOLD OR PROVIDED. IF A PART SOLD BY US IS DEFECTIVE, LIABILITY SHALL BE LIMITED TO THE REPLACEMENT OF THE PART OR A REMEDY NOT TO EXCEED THE PRICE PAID FOR THE PART, AT GENERAL AUTO PARTS, LLC OPTION.

PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD GENERAL AUTO PARTS, LLC, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LIABILITIES OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, SUFFERED OR INCURRED, DIRECTLY OR INDIRECTLY, AS A CONSEQUENCE OF THE UNDERLYING TRANSACTION EVIDENCED BY THE INVOICE. ANY LEGAL ACTION MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE OF THE INVOICE.

By purchasing or accepting the seller's products or services, Purchaser acknowledges he/she has read, understands and agrees to the terms and conditions as outlined by this agreement and the seller invoice, including any extended warranty agreement, if applicable. If any legal action or proceeding arising out, or relating to, any sale is brought by the Purchaser or seller, the Purchaser shall be responsible for all the seller's attorney's fees, collection costs, court costs and expenses incurred in collecting the amounts due from Purchaser, regardless of whether or not seller institutes a legal action. Any and all disputes concerning, relating to, or arising from this transaction shall be heard exclusively in the Circuit Court of Winnebago County, Illinois, and shall be subject to Illinois law. Purchaser waives the right to trial by jury. In addition, the Purchaser warrants and represents that he/she is fully authorized to enter into this agreement.

We have adopted a policy of charging an Environmental Handling Charge. This fee will help assure the proper collection, treatment, and disposal of any hazardous materials that are a by-product of recycling. This fee is not a tax or governmental collection mandate.

We offer Extended Warranty Agreements on many parts, An Extended Warranty Agreement does not apply to your part unless specifically indicated on the front of the invoice.

Checks are accepted under the following conditions: If your check is dishonored or returned for any reason, you must pay for the amount of the check, plus a return check fee of \$35.00 in the form of cash, credit card or cashier's check. In the event you fail to pay, you authorize us to electronically debit the amount from your checking account. Your usage of a check for payment is your acceptance of these conditions.

Credit Cards are accepted under the following conditions: If you initiate a chargeback to dispute a transaction with the credit card issuer, you agree to pay us a chargeback fee of \$50.00, you authorize us to electronically charge the amount to your credit card account.

Purchaser agrees to pay compounding interest at the rate of three percent (3%) per month (36% annum) and a late fee of \$35.00 per month on any balances remaining unpaid on or after ten days from the date on the front of the invoice. If the foregoing charges exceed the rate that may be lawfully charged, then such charges shall be calculated at the highest lawful rate.

Definitions: "We," "us," "seller" and "our" refers to General Auto Parts, LLC. "You," "your," "my," "buyer" and "purchaser" refers to the individual or entity that has placed the order with General Auto Parts, LLC. "ECM" refers to any Electronic Control Module on a vehicle. "Bare" refers to any part less all removable items.

RETURN POLICY

- Purchased part(s) returned undamaged (*may exclude warranty claims*) and complete within 30 days of the original purchase date may be credited at management's discretion, subject to a 20% restock fee and less all shipping, freight and delivery costs. Any incomplete or disassembled part returned, for any reason, including warranty claims, will not be refunded, part must be returned in the same condition as when it was purchased.
- Cores must be returned within 30 days, same fitment as sold on invoice and be complete; any incomplete or unbuildable cores will not be refunded, purchasers wanting non-refundable cores back have 5 business days to pick up cores, we are not responsible for delivering non-refundable cores to purchaser. Core Fees are non-refundable until received at our facility and all criteria has been met.
- No returns on electrical parts, special orders or special cuts, sold As-Is All Sales are Final.
- Any part being returned that does not include our special identification marks, has had the tamper proof label removed or broken is non-refundable.
- ECM's being returned must be accompanied by a receipt stating module was flashed or reprogrammed by the manufacturer's dealer. This is to insure proper module function and drivability. ECM's are otherwise non-refundable.
- Refunds will be issued in the form of a check. Purchases made with a check: if payment is less than 14 days old a refund will be issued in the form of in-store credit.

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DEPOSITS

- A minimum deposit of 50% is required on non-shelved or special-order parts and is non-refundable. Deposits on shelved parts are non-refundable after 14 days.