

# Eagle Auto Parts Inc

## LIMITED WARRANTY ON USED PARTS SOLD BY EAGLE AUTO PARTS, INC. (hereafter "EAGLE") AND DISCLAIMER

2744 Eagle School Road  
Martinsburg, WV 25404  
(800) 261 6664

The used parts being purchased by you, as the purchaser, from EAGLE are being purchased by you as the end user of the used parts (not for resale). If the used parts being purchased from EAGLE is for you, as a consumer purchase, then STATE LAW MAY PROVIDE YOU ADDITIONAL WARRANTIES AND YOU ARE STRONGLY URGED TO CHECK STATE LAW PROVISIONS FOR THOSE ADDITIONAL WARRANTIES. Otherwise, the limited warranties herein are the sole and only warranties being granted by EAGLE, AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED ARE EXPRESSLY DISCLAIMED. Nothing spoken to you by any representative of EAGLE is binding upon EAGLE as this document is the entire agreement as to warranties and contains all express and limited warranties granted by EAGLE.

### 90 DAY PARTS LIMITED WARRANTY (FREE):

If any used part is deemed defective, you, as the purchaser may return it, and EAGLE will: 1) repair the used part; 2) replace the used part with another used part of like kind and quality; or 3) give you your money back, in EAGLE'S sole and unfettered discretion. All used parts are sold without additional cost to you with this minimum limited warranty, subject to the terms and conditions herein.

### "BRONZE" (1 YEAR or 12000 MILES EXTENDED PARTS LIMITED WARRANTY):(15%)

If the used part purchased from EAGLE is defective, you, as the purchaser, may return it to EAGLE, and EAGLE will: 1) repair that used part; 2) replace that used part with another used part of like kind and quality; or 3) give you, the purchaser, your money back, in EAGLE'S sole and unfettered discretion. No labor costs are covered. This limited warranty expires twelve (12) months or 12,000 miles from the date of purchase, by you, of that used part from EAGLE, subject to the terms and conditions hereof.

### "SILVER" (2 YEAR or 24,000 MILES EXTENDED PARTS LIMITED WARRANTY):(25%)

If the used part is deemed defective, you, the purchaser, may return the used part and EAGLE will: 1) repair the used part; 2) replace the used part with another used part of like kind and quality; or 3) give you, the purchaser, your money back, in EAGLE'S sole and unfettered discretion. No labor costs are covered. This limited warranty expires two (2) years or 24,000 miles from the date of purchase, by you, of that used part from EAGLE, subject to the terms and conditions hereof.

### "GOLD" (3 YEAR or 36,000 MILES EXTENDED PARTS LIMITED WARRANTY):(35%)

If the used part is defective, you, the purchaser, may return the used part and EAGLE will: 1) repair the used part; 2) replace the used part with another used part of like kind and quality; or 3) give you, the purchaser, your money back, in EAGLE'S sole and unfettered discretion. This limited warranty is for 3 years or 36,000 miles from the date of purchase; and EAGLE will additionally pay, in the case of a defective used part, labor up to the amounts hereafter listed: EAGLE will pay for labor at the rate of \$75.00 per hour based upon the amount of hours stated by the Shop key Flat Rate Scale, or other recognized authority for vehicle repairs as selected by EAGLE. This labor limited warranty is limited to a total lifetime labor amount not to exceed \$750.00 for engines; not to exceed \$450.00 for lifetime labor amount for Four Wheel Drive Transmissions; not to exceed \$575.00 for lifetime labor amount for All Wheel Drive Transmissions; not to exceed \$300.00 lifetime labor amount for Two Wheel Drive Transmissions; and, \$255.00 lifetime labor amount for Differential Assemblies; and for all other components not previously defined, a lifetime labor amount limited warranty of 50% of the "original purchase price" of the defective used part purchased. The "original purchase price" is the price paid by you, the purchaser, for the defective used part, less any discounts or negotiations, which reduce the purchase price from EAGLE in any way and does not include any shipping costs.

### **EACH OF THE ABOVE LIMITED WARRANTIES HAS THESE ADDITIONAL RESTRICTIONS, LIMITATIONS AND CONDITIONS:**

A. Under these limited warranties, the used part must in the same condition as when it Was sold, reasonable wear and tear excepted. If the used part is damaged due to overheating, or due to abuse in any way, or has not been properly maintained, as recommended by the manufacturer of the used part, or that you, the purchaser, fail to perform that which is required by the instruction card attached to the used part by EAGLE when purchased; and further provided, that other usual and normal maintenance has not been performed upon the purchased used part, then that used part is not covered, and all limited warranties of EAGLE are null and void. If an instruction card was not attached to the used part by EAGLE, when purchased by you, it is you, the purchaser's responsibility to request and comply with all usual, normal and customary maintenance of the purchased used part. To be covered under the limited warranty, the purchaser must return the used part to EAGLE'S place of business at your, the purchaser's cost. These limited warranties do not cover any shipping costs incurred in the return of the used part purchased to EAGLE. If the purchaser tampers with the used part or dismantles the used part in any way,

these limited warranties are null and void. **EAGLE** reserves the right to determine the condition of the used part when sold and when returned by you in its reasonable discretion. If the used part is not returned to **EAGLE**, no claim will be paid under these limited warranties. **To make a claim under these limited warranties, all used parts are to be returned to EAGLE with the sale invoice together with the service and maintenance records of the allegedly defective used part purchased.**

- B. This Warranty shall only apply to the first instance of a concern, damage, defect or loss in any product and shall not apply to any further instances of damage, defect or loss in any such repaired or replaced product(s)
- C. These limited warranties are not available for commercial vehicles beyond the free 30 day used part limited warranty first referenced above.
- D. These limited warranties only apply to internally lubricated parts in engines, Transmissions and housings. These limited warranties do not include engine accessories, such as manifolds, fuel injectors, water pumps, flywheels, sensors, gaskets, seals, etc.
- E. The improper installation or removal of the used part from the vehicle by you, as Purchaser or one engaged, retained or authorized by you, voids these limited warranties.
- F. Used parts are not sold for any intended high performance use or purpose such as Racing, demolition derby, and off-roading purposes. If the used part is used for any of these prohibited uses, the limited warranties are null and void.
- G. These limited warranties are not transferrable, and are void when the purchaser Transfers title to the vehicle-no matter how transferred, or by time-whichever first occurs.
- H. **RETURN POLICY:** If the used part is not defective and the purchaser desires to Return the used part to **EAGLE** and does so within seven (7) days of the purchase date, **EAGLE** may, in its sole judgment and discretion, accept the used part for return, and provide purchaser a refund of the original purchase price, less a 25% restocking fee for labor and handling. The return policy does not apply to electrical parts. Electrical parts are returnable to **EAGLE** only if defective under the terms stated herein.
- I. The used parts being sold by **EAGLE** are used parts, and are sold in that condition ("As is-with all faults"). **EAGLE** is not responsible under any of these limited warranties for any personal injury or property damage as the result of defects in the used parts. You, the purchaser, must examine the used parts yourself, and you are responsible for any injuries to yourself or third parties, or for property damage resulting from the used parts purchased, and you agree to indemnify and save **EAGLE** and **EAGLE'S** employees, officers and directors harmless from any and all claims, costs or liability, including attorneys' fees and costs, if the defect causes injury or damage to property which defect is non-apparent ("latent" defect). **EAGLE** in no way guarantees nor warrants any used parts for apparent ("patent"), or non-apparent ("latent") safety hazards and states that used parts sold by **EAGLE** may have safety hazards, which may be apparent ("patent") or non-apparent ("latent"). **EAGLE** will not sell you any used part which **EAGLE** knows to have an apparent ("patent") or non-apparent ("latent") safety hazard.
- J. If a defective used part causes other damage (personal injury or property damage), **EAGLE** is not responsible for any incidental or consequential damages. **EAGLE** will not pay for rental cars, towing or loss of use, property damage, annoyance and inconvenience, or personal injury liability, or damages to other parts, or for any other incidental or consequential damage of any kind.
- K. No labor costs to remove the allegedly defective used part from the vehicle or to install another used part on the vehicle are covered under this limited warranty.
- L. The used part which is allegedly defective must have been properly installed and Removed from the vehicle in accordance with the manufacturer's recommendations and in a good and workmanlike manner.
- M. Must have received a competed warrant certificate sign by the owner of the vehicle within 10 days of the purchase of the part.
- N. **BINDING ARBITRATION OF CLAIMS:** You, the purchaser, acknowledge that **EAGLE**,
- O. As a merchant-seller of used parts, has **NO DUTY** to provide any warranties of any kind for sales of used parts. But because **YOU, THE PURCHASER**, agree that **EAGLE** provides the above limited warranty(-is), that all claims against **EAGLE** shall be **RESOLVED BY BINDING ARBITRATION**; and this provision-and this provision alone-is consideration that **ALL CLAIMS AGAINST EAGLE SHALL BE RESOLVED BY BINDING ARBITRATION** by demand for arbitration to the American Arbitration Association, Commercial Rules, to decide all claims against **EAGLE**. All arbitration hearings shall be held in Martinsburg, West Virginia. If the claim is more than \$50,000.00, then three (3) arbitrators shall be selected. If the claim is for less than \$50,000.00, only one (1) arbitrator shall be selected. **IT IS UNDERSTOOD THAT YOU, THE PURCHASER, WAIVE A TRIAL BY JURY FOR ALL CLAIMS AGAINST EAGLE;** and that if you will not waive your right to a jury trial, **EAGLE** would not have granted you this limited warranty.

## WARRANTY CHECK LIST

Invoice Number \_\_\_\_\_