

## **TERMS AND CONDITIONS FOR PARTS SOLD**

1. The warranty that applies for the parts detailed in this invoice will be subject to the conditions given by the original manufacturer. This warranty will be voided if the purchaser or any third party modifies, alters, changes any of the part listed in this document. If a failure occurs in any of the parts listed in here due to accident, negligence, abuse, wrong application, lack or inappropriate maintenance, the warranty of the part (s) listed will be voided.
2. The warranty period for new parts sold by M&E is six (6) months, starting from the date of sale to the first user.
3. This warranty does not apply to batteries, Promatch parts, and assembled components, and new and Remanufactured engines. Such products are covered by other warranties.
4. M&E Responsibilities: If a defect in material or workmanship during the manufacturing of the parts contained in this invoice is found within the warranty period, M&E will, during normal working hours and at a place of its business:
  - a. Provide (at M&E choice) new, Remanufactured, or M&E - approved repaired parts, or assembled component needed to correct the defect.
  - b. Replace lubricating oil, filters, antifreeze and other service items made unusable by the defect.  
Note: Items replaced under warranty become the property of M&E.
5. User is responsible for:
  - a. The costs associated with transporting the product, vehicle or vessel in which the product is installed.
  - b. Labor costs, except as stated under "M&E Responsibilities".
  - c. Parts shipping charges in excess of those, which are usual and customary.
  - d. Local taxes, if applicable.
  - e. Giving timely notice of a warrantable failure and promptly making the product available for repair.
6. M&E is not responsible for failures resulting from:
  - a. Any use or installation, which M&E judges improper.
  - b. Attachments, accessory items and parts not sold by M&E.
  - c. Abuse, neglect and/or improper repair, including installation of parts and assembled components in contaminated systems.
  - d. Acts of God that occurs and affect the part purchased.
7. M&E is not liable for any loss of bargain due to failures in the parts sold that could have been caused by manufacturing and workmanship defects.
8. M&E is willing to accept the return of parts purchased by the user if:
  - a. Parts are returned in the original package and under new condition. If part was installed or used, it will not be accepted as a return.
  - b. No return is accepted after 10 days of invoicing date.
  - c. If the error in the part ordered is due to M&E, user will be returned 100% of the part value.
  - d. If the error in ordering the parts is not because of M&E the customer will be required to pay a percentage of the cost that will depend on the sales conditions (emergency orders or stock orders, duty paid or duty exempted etc). This applies when the part being returned is marked as "returnable" from Caterpillar.
  - e. M&E will not receive any return of parts marked as "non returnable" by Caterpillar.

## **TERMS AND CONDITIONS FOR OTHER PRODUCTS AND SERVICE RENDERED BY M&E.**

Other products and service offered by M&E will follow the same conditions and terms stated in the quotation released and approved by the customer.

In no case, M&E is responsible for the improper use or handling of parts sold, rented or repaired.

The operation and maintenance of the machines sold, rented, repaired or owned by the customer are solely responsibility of the owner and user; therefore owner and user are responsible for the safety of the surroundings of any of them while in operation or not.