



SALES POLICY

GENERAL

- All business transacted with **UNDERCAR EXPRESS** is strictly governed by this Sales Policy
- All prices are subject to change without notice. Core values will decrease or increase according to market value. No allowance will be given when core values change.
- All sales are considered final 30 days from date of invoice. **UNDERCAR EXPRESS** is under no obligation to accept the return of products or cores after 30 days from date of invoice.
- **UNDERCAR EXPRESS** must be informed of any errors or discrepancies to invoices or credit memos with 60 days of invoice/credit date. After 60 days, invoices and credit memos are final.
- All orders are handled on a ship and cancel basis (i.e., no backorders).
- Customers must provide a remittance advice with all payments.

FREIGHT

- Freight will be paid by **UNDERCAR EXPRESS** on all outbound orders exceeding 350 lbs. and all inbound returns exceeding 500 lbs. except as otherwise noted in this sales policy. **UNDERCAR EXPRESS** is solely responsible for selecting the carrier. Freight will not be paid on shipments on customer selected carriers.
- Product weights are as follows:

• Road Ready® Loaded Calipers	Car & Light Truck.....10 lbs/unit or 20 lbs/set
	Medium Duty Truck25 lbs/unit
• Friction Ready Calipers	Car & Light Truck.....9 lbs/unit or 18 lbs/set
	Medium Duty Truck20 lbs/unit
• Unloaded Calipers	Car & Light Truck.....7 lbs/unit
	Medium Duty Truck20 lbs/unit
- The customer is responsible for determining the weight of product/core returns either with a scale weight or calculated weight based on the unit weight given in this Sales Policy. Carrier "re-weights" resulting from incorrect return weights will be charged back to the customer..

LIMITED WARRANTY

- **UNDERCAR EXPRESS** warrants its products free from defects in workmanship and materials provided they are properly installed on the vehicle for which they were intended. This warranty is limited as follows:
 - Road Ready® Loaded Calipers.....36,000 miles or 36 months
 - Friction Ready Calipers.....12,000 miles or 12 months
 - Unloaded Calipers12,000 miles or 12 months
- This warranty does not cover assemblies that have been improperly installed, subjected to misuse or accident, nor does it apply to assemblies installed on commercial vehicles, government vehicles or trucks with a GVW of 8,000 pounds or more (warranty on these types of vehicles is limited to three months). The warranty is limited to the value of the item claimed defective when returned to **UNDERCAR EXPRESS**.
- Except for the express warranty stated above, there are no other warranties, express or implied, including without limitation any implied warranty of merchantability or a fitness of purpose, which shall apply to any unit, and **UNDERCAR EXPRESS** hereby disclaims any and all such warranties. Liability does not include labor charges, incidental or consequential damages.

PRODUCT/CORE RETURNS

- All returns must be approved by **UNDERCAR EXPRESS** by calling 1-888-740-0829 and receiving an RGA (Returned Goods Authorization). The RGA must appear on all paperwork accompanying the returned goods.
- All returns must have a packing slip that itemizes the a) cores being returned and b) warranties being returned (i.e., Core and Warranty must be separately and clearly identified).
- Core and Warranty returns can "ride" on the same pallet. However, each type of return must be grouped together on the pallet (i.e., warranties cannot be interspersed with cores on the pallet).
- All product/core returns are subject to **UNDERCAR EXPRESS** final approval, count and identification, and will not be credited until such approval and identification. Title to returned products/cores does not transfer to **UNDERCAR EXPRESS** until the credit is issued.
- All product/cores must be returned in the **UNDERCAR EXPRESS** box complete with brackets, bolts, hardware and pads.
- Credit balances resulting from product/core returns can only be liquidated by an offsetting merchandise purchase. If a credit balance is not liquidated in this form within 13 months of last activity, the credit balance will be adjusted to zero.



CORE RETURN POLICY

- Cores returned for credit must be deemed as rebuildable by **UNDERCAR EXPRESS**. The following items are checked upon receipts of core to determine core credit:
 - Core returned without bracket 0 core credit
 - Core returned without piston(s) ½ core credit
 - Core returned with broken bleeder ½ core credit
 - Broken, cracked, scored, pitted or grooved casting 0 core credit
 - Worn out slides or elongated/out-of-round bolt holes 0 core credit
 - Stripped threads in any threaded area (bleeder hole, hose hole, bolt holes, etc.) 0 core credit
- Only units purchased from **UNDERCAR EXPRESS** can be returned for credit on a core-for-core basis. **UNDERCAR EXPRESS** is not obligated to accept returns; however, eligibility for return from on-going customers will extend until 13 months from date of invoice. **UNDERCAR EXPRESS** reserves the right to revoke eligibility at any time and specifically under the following circumstances:
 - If a customer stops buying from **UNDERCAR EXPRESS**, eligibility to return is revoked immediately.
 - If a customer returns more units than it is buying resulting in a credit balance, eligibility to return is revoked immediately.
 - If a customer does not return units regularly based on their purchases, eligibility to return will be revoked or revised at **UNDERCAR EXPRESS**' discretion.
- If more cores are returned than the corresponding products purchased, they will be put in a "core reserve" and credit will be issued only when the corresponding products are purchased. Upon request, "reserve" units will be returned at the customer's expense. If there is no activity on the account or part number for 13 consecutive months, the core reserve will be liquidated and the part number(s) will become the property of **UNDERCAR EXPRESS**.

WARRANTY RETURN POLICY

- **UNDERCAR EXPRESS** provides a warranty return form on the top of each non-graphic caliper box and the bottom of each graphic caliper box. This form must be completed prior to returning the product. If the form is not completed, the product will be credited as core only.
- New product (i.e., unopened, non-misboxed product) returned to **UNDERCAR EXPRESS** as Warranty will receive full credit but will be deducted from the customer's annual stock adjustment allowance (see Inventory Clean-Up Return Policy).
- **UNDERCAR EXPRESS** only warrants product purchased from **UNDERCAR EXPRESS**.
- Warranties must be shipped together. Warranty product that is interspersed with cores will be credited as core only (see Product/Core Returns above).

INVENTORY CLEAN-UP RETURN POLICY

- One stock adjustment is allowed every calendar year for on-going customers. The stock adjustment allowance is limited to 5% of the previous calendar year net purchases.
- All returned product must have been purchased from **UNDERCAR EXPRESS** and be in an **UNDERCAR EXPRESS** box.
- All inventory clean-up returns must be accompanied by an offsetting order of equal dollar amount.
- The customer is responsible for paying the freight on all inventory clean-up returns.
- All returns (other than the allowed annual stock adjustment) of unused, overstocked, or obsolete merchandise will be subject to a 20% handling charge on the total return value. An offsetting order of equal dollar value is required. The customer must prepay freight.
- Credit will be issued based on the prevailing price sheet.
- No inventory clean-up returns will be allowed during December and January.