

**YERTY AUTO SERVICE, INC.
STATEMENT OF WARRANTY AND
OTHER PURCHASE TERMS AND CONDITIONS**

"Standard Warranty" Limited 6 Month Parts Only Warranty - This warranty shall protect against mechanical product failure due to defect of products (i) that have an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or more. As the exclusive remedy in the event of breach of the foregoing warranty, Yerty will replace the defective part only, for a period of 6 months from the date on the original purchase invoice; **provided, however, that this warranty shall only apply to the first further instances of damage, defect or loss in any such repaired or replaced product(s).** Notwithstanding the foregoing sentence, in no event will Yerty be responsible for any labor costs associated with any such replacement, and any such labor costs shall be the sole responsibility of Buyer. Replacements will be with parts of like kind and quality as reasonably determined by Yerty, and Yerty specifically reserves the right to replace failed parts with equal-to or greater-than-original mileage parts. This standard part only warranty shall apply only to the parts specifically listed, which have (i) an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or more.

"12 Month Parts Only Limited Warranty - This warranty shall protect against mechanical product failure due to defect of products (i) that have an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or more, (ii) that were installed by an ASE certified mechanic or equivalent or mechanic chosen by the Buyer and approved in advance by Yerty, and (iii) for which Yerty has received a completed warranty certificate signed by the Buyer within 10 days of purchase. As the exclusive remedy in the event of breach of the foregoing warranty Yerty, for a period of 12 months after the date on the original purchase invoice will (i) replace, repair or refund the purchase price of the defective part, at its option, **provided, however, that 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).** Notwithstanding the foregoing sentence, in no event will Yerty be responsible for any labor costs associated with any such replacement, and any such labor costs shall be the sole responsibility of Buyer. Replacements will be with parts of like kind and quality as reasonably determined by Yerty, and Yerty specifically reserves the right to replace failed parts with equal-to or greater-than-original mileage parts. This standard part only warranty shall apply only to the parts specifically listed, which have (i) an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or more.

3 Year Part Only Limited Warranty - This warranty shall protect against mechanical product failure due to defect of products (i) that have an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or more, (ii) that were installed by an ASE certified mechanic or equivalent or mechanic chosen by the Buyer and approved in advance by Yerty, and (iii) for which Yerty has received a completed warranty certificate signed by the Buyer within 10 days of purchase. As the exclusive remedy in the event of breach of the foregoing warranty Yerty, for a period of 36 months after the date on the original purchase invoice will (i) replace, repair or refund the purchase price of the defective part, at its option, **provided, however, that 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).** Notwithstanding the foregoing sentence, in no event will Yerty be responsible for any labor costs associated with any such replacement, and any such labor costs shall be the sole responsibility of Buyer. Replacements will be with parts of like kind and quality as reasonably determined by Yerty, and Yerty specifically reserves the right to replace failed parts with equal-to or greater-than-original mileage parts. This standard part only warranty shall apply only to the parts specifically listed, which have (i) an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or more.

Labor Block Limited Warranty

Labor Coverage can be purchased in blocks of (\$500) FIVE HUNDRED DOLLARS AND ZERO CENTS worth of coverage for the price of (\$100) ONE HUNDRED DOLLARS AND ZERO CENTS.

Notwithstanding the foregoing sentence, in no event will Yerty be responsible for labor costs in an amount in excess of the lesser of (A) the price originally paid by the Buyer to Yerty for the defective part (excluding the cost of the warranty), or (B) an amount equal to \$50 per hour multiplied by the lesser of (i) the number of hours of labor actually performed in conjunction with repair or replacement, or (ii) the number of hours estimated to be required for such repair or replacement by the then-current edition of the "MOTOR Mechanical Labor Estimating Guide." Replacements will be made with parts of like kind and quality as reasonably determined by Yerty, and Yerty specifically reserves the right to replace failed parts with equal-to or greater-than-original mileage parts. This warranty shall apply only to the parts for which Buyer purchases the "Labor Block Limited Warranty" and (i) that have an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or more, (ii) that were installed by an ASE certified mechanic or equivalent or mechanic chosen by the Buyer and approved in advance by Yerty, and (iii) for which Yerty has received a completed warranty certificate signed by the Buyer within 10 days of purchase

ADDITIONAL WARRANTY TERMS AND CONDITIONS:

LIMITED WARRANTY: All parts are guaranteed to arrive at the shipping address in the condition as stated at the time of purchase. Parts purchased from Yerty's are guaranteed to function properly in accordance to age, mileage, and intended design, unless otherwise noted in the item description. Some parts, as noted in their item description, are not meant for installation, but rather for rebuilding purposes. **EXCEPT AS NOTED BELOW, THIS STANDARD LIMITED WARRANTY EXPIRES SIX MONTHS (180) DAYS FROM THE DATE OF PURCHASE.** The above referenced warranties are extended warranties which must be purchased during check-out. Parts that have an individual minimum purchase price, less any applicable taxes or extended warranty costs, of THIRTY FIVE DOLLARS (\$35.00) or less are sold "AS IS" and with absolutely no warranty whatsoever.

This warranty does not apply to any part installed or used in a vehicle that is used for racing, competition,

snow plowing, commercial or fleet use, off-road purposes, or under conditions that would cause greater than normal wear or in an application or for a purpose for which such part was not intended by the manufacturer.

This warranty shall not protect against part malfunction or failure due to collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water freezing, flood or other Acts of God.

Yerty reserves the right to inspect any vehicle, part or product prior to approving or beginning any replacement or repair.

In order for Buyer to be reimbursed for any labor costs covered under the warranty, Yerty must obtain an official estimate for the work prior to its commencement, and the Buyer must provide proof that the work has actually been done before payment will be made.

No warranties are intended, nor will any provision be interpreted, to provide or to create any third party beneficiary rights or any other rights of any kind in favor of any part other than the Buyer. In the event that the part(s) is/are purchased by an installer or Buyer that is not the owner of the vehicle for which the part(s) was/were purchased, this warranty does not transfer to or insure to the benefit of the owner(s) or user(s) of the vehicle for which the part(s) was/were purchased, and such owner(s) or user(s) shall not have any third party beneficiary rights or any other rights of any kind under this warranty. All warranties apply solely to the original Buyer, and no warranties are transferable to subsequent owners or users of the vehicle or part. Upon an attempted transfer, all warranties terminate.

All claimants under any warranty must provide the original purchase invoice and any other information that Yerty may reasonably request.

No warranties, either of parts or labor, shall cover costs of transportation of any vehicle or part to or from the place of repair or replacement.

Any parts damaged, destroyed or which fail as a result of 1) neglect, 2) misuse, 3) improper installation, repair, replacement, maintenance, or servicing, or 4) careless maintenance of fluid levels (as recommended by the vehicle manufacturer) are specifically excluded from all above warranties and all such warranties shall be null and void and of no further force and effect.

While most fluids have been drained from our products, it is your responsibility to completely drain and replace fluids, lubricants, antifreeze and filters with replacements that are fresh, clean and approved by the vehicle manufacturer.

Failure by the Buyer or installer to install a new radiator and/or transmission cooler, a new front pump seal, transmission filter and/or reprogram transmission controller/module as required on all automatic transmissions will invalidate all above warranties.

All Engine warranties are limited to rod knock, cracked block, excessive smoking, or failure by any internally lubricated part within the stated duration of the warranty. All other parts that may be provided with the engine are accessories and such other parts not included under any warranties. No warranty is provided for any such parts that are attached, including, but not limited to, parts such as switches, sensors, cables, electronics, belts, hoses, water pumps, and manifolds. Warranty is void on engines and cylinder heads if heat labs are melted or missing.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THIS STATEMENT OF WARRANTIES, EXCLUSIONS AND LIMITATIONS, THE WARRANTIES SET FORTH HEREIN SHALL NOT APPLY TO ANY OF THE FOLLOWING: Windshields and other glass parts, Brake parts, Batteries, Exhaust Parts or Systems, Air Bags, Ball Joints, Tie Rod Ends, Steering Bushings, Suspension Components, Door Handles, Electrical Components, Cables, Fluids, Gaskets, Seals, Filters and Materials used in installations for any parts or products or Exhaustible Parts. As note above, the rod ends, ball joints, and bushings related to steering and suspension components are not covered by warranty and should be inspected and replaced as needed.

PURCHASE TERMS AND CONDITIONS:

MAKING A CLAIM: The Buyer of any replacement part must use all reasonable means to protect the product from further damage, which includes operating the vehicle in any manner, and must return the original defective product, along with a copy of the accompanying product invoice, to Yerty. AN AUTHORIZATION MUST BE OBTAINED FROM YERTY BEFORE ANY REPAIR AND/OR REPLACEMENT IS ATTEMPTED. The purchaser must provide Yerty with any and all information that Yerty may reasonably require, particularly proof of mileage and proof of maintenance as recommended by the vehicle's manufacturer. Buyer must notify Yerty's Customer Service Department of the defect within 7 days of becoming aware of the defect, but in no event, shall this notice requirement allow Buyer to make a claim after the expiration of the applicable warranty period.

IMPORTANT NOTE REGARDING AIRBAGS: For a recycled airbag to operate properly, a qualified installer must install the recycled airbag in accordance with the vehicle manufacturer's specifications. ANY RECYCLED AIRBAG THAT IS NOT INSTALLED CORRECTLY WILL SUBJECT PASSENGERS IN A VEHICLE TO RISKS OF SERIOUS INJURIES, INCLUDING DEATH. The purchaser or a recycled airbag assumes all risks of damages or injuries, including death, which may arise as a result of the improper installation of a recycled airbag. Yerty makes ABSOLUTELY NO WARRANTY, express or implied, as to the fitness for a general or particular purpose or of merchantability in connection with any sale of recycled airbags. **ALL RECYCLED AIRBAGS ARE SOLD "AS IS."** Recycled airbags are not tested by Yerty to meet any safety standards. The installer of a recycled airbag must test whether the recycled airbag will function properly. **The purchaser of a recycled airbag from Yerty agrees to accept all risks of damages or injuries, including death, relating to the use of a recycled airbag.**

IMPORTANT NOTE REGARDING TIRES: Due to many varied and different conditions to which used tires may have previously been exposed, Yerty makes absolutely NO warranty, express 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 by Yerty to meet any safety standards. **The purchaser of used tires from Yerty agrees to accept all risks of damages or injuries, including death, relating to the use of such used tires.**

IMPORTANT NOTE REGARDING CORE DEPOSITS: Core deposits are valid for thirty (30) days after the date of purchase. Items must be accompanied by original sales invoice and must be in same condition as it was when originally sold. When applicable all cores must be drained of any fluids, oils, and lubricants.

IMPORTANT NOTE REGARDING BODY SECTIONS OR CUTS: All body sections or cuts require a security deposit before the job is started. Once body section or cut has been removed the deposit and part is non-refundable.

RETURN AND REFUND POLICY: Yerty maintains a 30-day return policy. The original invoice must accompany all returns, which such parts shall be returned un-used and in the same condition as when purchased. All returned parts are subject to a 25% restocking fee; therefore, the purchaser will receive an 75% refund on all returns. Sales under \$35.00 and all special orders are excluded from this return policy, and may not be returned. All deposits are non-refundable after unless authorized by YERTY management.

RETURNED CHECK POLICY: By using a check for payment, the Buyer agrees to the following terms: In the event that the Buyer's check is dishonored or returned for any reason, the Buyer authorizes Yerty to electronically (or by paper draft) re-present the check to the Buyer's bank for collection of the amount of the check plus a Twenty-Five Dollar (\$25.00) service fee added to the amount owed by Buyer to Yerty. Buyer also agrees to pay any court, attorney, or collection fees associated with recovering the Buyer's fees.

CHARGE ACCOUNTS: All charge accounts are due and payable by the 10th of each month. Accounts past due for thirty (30) days are subject to a 1.5% finance charge, 18% annual rate, which is applied to the account and owed to Yerty by the Buyer. Buyer also agrees to pay any court, attorney, or collection fees associated with recovering the Buyer's fees.

FREIGHT/UPS CHARGES: Yerty is not responsible for any delays in small parcel or freight shipments. Freight delivery is beyond Yerty's contract. All freight/UPS charges are non-refundable.

WARRANTY DISCLAIMER: There are no express warranties, written or oral, contained in this warranty statement other than those set forth above. THE WARRANTIES AND DISCLAIMERS OF WARRANTIES EXPRESSED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

WARRANTY LIMITATION AND DISCLAIMER: UNDER NO CIRCUMSTANCES SHALL YERTY BE LIABLE TO ANY PARTY FOR LOSS OF PROFIT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR SIMILAR DAMAGES OF ANY KIND WHATSOEVER FOR ANY ACTION BASED ON BREACH OF ANY WARRANTY, REGARDLESS OF HOW SUCH WARRANTY DOES OR MAY ARISE.

BUYER ACCEPTS AND ACKNOWLEDGES THE RISK THAT REPAIR OR REPLACEMENT OF ANY PRODUCT MAY UNDER SOME CIRCUMSTANCES (WHETHER SUCH CIRCUMSTANCES ARE FORESEEN OR NOT) BE OR BECOME NECESSARY. BUYER AGREES AND ACKNOWLEDGES THAT SUCH IMPOSSIBILITY OF REPAIR OR REPLACEMENT WILL UNDER NO CIRCUMSTANCES GIVE RISE TO ANY SUBSTITUTE OR ALTERNATIVE REMEDY OTHER THAN LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID FOR SUCH IRREPLACEABLE OR IRREPARABLE PRODUCT.

LIMITATION OF DAMAGES: BUYER AND YERTY STIPULATE, ACKNOWLEDGE AND AGREE THAT IN NO EVENT AND UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A DETERMINATION THAT ANY OR ALL OF THIS AGREEMENT IS UNENFORCEABLE FOR ANY REASON, WILL YERTY INCUR LIABILITY TO BUYER OR ANY THIRD PARTY IN AN AMOUNT IN EXCESS OF THE LESSER OF (A) THE PRICE ORIGINALLY PAID BY THE BUYER TO YERTY FOR THE DEFECTIVE PART (EXCLUDING THE COST OF THE WARRANTY), OR (B) AN AMOUNT IN EXCESS OF \$50 PER HOUR MULTIPLIED BY THE LESSER OF (I) THE NUMBER OF HOURS OF LABOR ACTUALLY PERFORMED IN CONJUNCTION WITH REPAIR OR REPLACEMENT, OR (II) THE NUMBER OF HOURS ESTIMATED TO BE REQUIRED FOR SUCH REPAIR OR REPLACEMENT BY THE THEN-CURRENT EDITION OF THE "MOTOR MECHANICAL LABOR ESTIMATING GUIDE."

MERGER AND INTEGRATION: This document and any invoice and/or sales contract, if any, between the parties, taken together, are the full, final, complete and exclusive expression of the agreement between Buyer and Yerty with respect to all terms relating to warranties, remedies and damages. Yerty has given Buyer no warranty, whether oral or written, other than any warranty which may be expressed in this document. Yerty has made no representation to Buyer that any product(s) sold to Buyer pursuant to this agreement is/are fit for any special or particular purpose. **GOVERNING LAW; SEVERABILITY:** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the applicable of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Should any clause, section or part of this Statement of Warranties, Exclusions and Limitations or any invoice or sales contract, if any, be held or declared to be void or illegal for any reason, all other clauses, sections or parts of this Statement of Warranties, Exclusions and Limitations or any invoice or sales contract, if any, shall nevertheless continue in full force and effect. Yerty and Buyer agree that any suit or proceeding arising out of this Statement of Warranties, Exclusions and Limitations or any invoice or sales contract, if any, shall be brought only in the courts of Blair County, Pennsylvania or the U.S. District Court for the Western District of Pennsylvania.

Some states do not permit limitations on the duration of implied warranties or exclusions or limitations of incidental or consequential damages, so certain limitations set forth herein may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.