

THE LKQ HEAVY TRUCK PART REPLACEMENT PROMISE

- LKQ Corporation or one of its subsidiaries (*LKQ*) protects your investment with industry leading warranties on all the products we sell. Part coverage is a minimum of 180 days against manufacturer defect with engines, transmissions, rear differentials, and cooling products guaranteed for specific periods depending on each product category.
- Any new or rebuilt engine, transmission or rear differential will have a 12 month guarantee against mechanical product failure due to manufacturer defect. Any reconditioned or pullout (used) transmission or rear differential will have a 180 day guarantee against product failure due to manufacturer defect. Used cooling products have a 180 day guarantee against product failure due to manufacturer defect. New cooling product guarantees vary from 12 month, 24 month, 36 month or limited lifetime warranty depending on the product purchased. Reference your invoice for the specific product category purchased.
- The warranty for engines covers the block, crankshaft and cylinder heads. It does not include engine accessories, including but not limited to wiring, sending units, glow plugs, air compressors, power steering pumps, oil coolers, fan clutches, flywheels, alternators, starters, distributors, engine brakes, engine covers or motor mounts. LKQ does not warrant against excessive fuel consumption or minor blow by.
- Used collision parts including, but not limited to, cab, hood, door, fairing and lighting are warrantied against manufacturer defect for a period of 180 days. New collision parts have a limited 12 month warranty. All warranties
 do not include any costs involved in installation (without pre-approval from LKQ), nor do they cover failure or rust perforation resulting from normal wear and tear, accident damage, abuse, improper installation, damage
 from the environment, airborne fallout (chemicals, acid rain, etc.), solvents or cleaning and polishing materials.
- At its option, LKQ will repair (up to 100% of the original invoice price), replace or refund the purchase price of the part in the event of a failure. LKQ reserves the right to replace failed parts with equal or greater than
 original mileage parts. All warranties begin on the date the part was purchased from LKQ as indicated on the original LKQ invoice and end based on the applicable product warranty period.

All Warranties Exclude:

Breakdowns caused by non-covered components, improper installation, failure to clear computer codes, defective workmanship, usage for which the part was not intended and/or improper maintenance (e.g. using the incorrect types and levels of fluids and lubricants as outlined in the vehicle's "Owner Manual"). These are parts only warranties and exclude labor unless stated on the original LKQ invoice.

All Warranties are Null and Void if:

- The part is installed in an application for which the vehicle manufacturer did not intend it.
- Failure is caused by abuse, misuse or modifications.
- The part fails or becomes defective due to the vehicle being involved in a collision.
- The part is installed or operated in a vehicle outside of the United States or Canada.
- The installed heat tab center is melted or removed.
- The LKQ "Required Installation Procedures Tag" is not complied with upon installation.
- The part is sold "As-Is" as indicated on the front of the invoice.
- The vehicle is not serviced at proper intervals or fuel/oil/coolant is not used in accordance with the vehicle manufacturer's specifications.
- The engine oil and filter are not replaced and documented every 10,000 miles with appropriate OEM recommended motor oil (must be documented).
- The transmission fluid and filter (if equipped) are not replaced at time of installation with OEM recommended transmission fluid (must be documented).
- Failure is caused by or related to a collision, fire, theft, vandalism, riot, explosion, lightening, earthquake, windstorm, hail, water, freezing or flood.

Terms and Conditions

- Approval for repairs or replacements must be approved by LKQ prior to any work being performed.
- We reserve the right to inspect any product prior to replacement.
- All warranties are not transferable and only benefit the customer named on the original LKQ invoice.
- The year and model of the vehicle or part printed on this invoice is within a range of interchangability and may not necessarily be the exact model and year as the part or vehicle that has been provided.
- Windshield and other glass breakage are not covered under any warranty.
- Refer to the vehicle manufactuer's Owner Manual for correct operation and maintenance schedule.
- This part may have accessories that are attached and must be switched or removed to accommodate proper installation, which is the responsibility of the installer. Such accessories are not covered by this warranty.
- Any "Recommended Installation Procedures" provided by LKQ must be followed by the installer to maintain warrany coverage.
- This warranty does not cover freight costs, down time, progressive damage or other similar damages.
- We are not responsible for injury or damages during, or as a result, of the installation of our product.
- Timing belts, water pumps, thermostats, fluids and seals are routine maintenance items and should be replaced at the time of installation and at the vehicle manufacturer's recommended service intervals.
- Proper operation of the cooling and electrical system must be checked during the installation of products that can be affected by those systems.
- LKQ drains most fluids from our products; however, you must completely drain and replace fluids, lubricants, antifreeze, and filters with replacements that are fresh, clean and approved by the vehicle manufacture.
- Transmission: It is the responsibility of the installer to replace the radiator or transmission oil cooler, flush the transmission oil, cooling lines, fill the differential, adjust shifter mechanisms, replace filters, replace seals, replace pan gaskets and reset or replace computer codes when installing a transmission.
- Engine: Claims related to the overheating and/or improper lubrication of the engine or its components are not covered by this warranty.
- Differential: It is the responsibility of the installer to verify gear ratio, axle spline count, drain, flush and clean axle housing to remove any foreign debris before installation.
- Used Tires: Due to many varied and different conditions to which used tires may have previously been exposed, LKQ makes absolutely NO warranty, expressed or implied, as to the fitness for a general or particular purpose or of merchantability in connection with any sales of used tires. ALL USED TIRES ARE SOLD "AS IS". Used tires are not tested or labeled by LKQ to meet any safety standards. The purchaser of used tires from LKQ agrees to accept all risks relating to the use of such used tires.
- Other: Tie rod ends, ball joints, wheel bearings, and bushings related to steering and suspension components are not covered by our warranty and be inspected and replaced as needed by the installer.

In the Event of Failure: The purchaser must use all reasonable means to protect the product from further damage and must return the original defective product to LKQ. The purchaser must furnish LKQ with such information as LKQ may reasonably require, including proof of the vehicle's regular maintenance as recommend by the vehicle's manufacturer in the owner's manual.

Important Notices

LKQ cannot be responsible for safe transportation, securing products or insuring their security on or in your vehicle. If any part sold hereunder has a Vehicle Identification Number ("VIN") on it, the installer must obtain a replacement VIN for such part to the extent necessary to comply with applicable laws.

ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY AND DO NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS 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.

THE PURCHASER HERBY UNDERSTANDS THAT DUE TO THE NATURE OF USED TRUCK PARTS, ANY LIABILITY FROM ALL CAUSES SHALL BE LIMITED TO THE PRICE PAID FOR THE GOODS SOLD OR PROVIDED. IF A PART SOLD BY LKQ 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 LKQ'S OPTION.

LKQ has adopted a policy of charging a Company Environmental 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.

All payments are due in full by the due date stated on the invoice. Balances not paid by the due date will be subject to a late payment fee of the greater of (i) 2% per month compounded monthly (26.8% per year) or (ii) \$5.00. Customer also agrees to pay all of LKQ's reasonable fees and expenses incurred in collecting past due balances, including but not limited to LKQ's reasonable attorneys' fees, court costs, litigation expenses, and/or collection agency fees and expenses. If the foregoing charges exceed the maximum rate that may be lawfully charged, then such charges shall be calculated at the highest lawful rate.

LKQ offers an Optional Service Agreement ("OSA") on many parts. An OSA does not apply to your part unless specifically indicated on the front of this invoice. Additional warranty terms and conditions for OSAs and other warranties can be found under "Heavy Truck" at www.lkqcorp.com. All information on that website (and the links contained therein) is hereby incorporated by reference.

ATTENTION CHECK WRITERS – CHECKS ARE ACCEPTED UNDER THE FOLLOWING CONDITIONS: If your check is dishonored or returned for any reason, you authorize LKQ to electronically debit your checking account for the amount of the check, plus the maximum processing or returned check fees allowed by state or federal law. Your usage of a check for payment is your acceptance of these conditions.

30-Day Return Policy

The original invoice must accompany all returns. Returns without the original sales invoice will not be accepted. Parts must be in the same condition as when sold (unaltered and undamaged) to be eligible for return. A part returned undamaged and unaltered within 30 days of the original purchase date may be refunded at management's discretion (a restocking fee may apply), but no credit will be given for any part returned more than 30 days after the original purchase date. Core charges are refundable if the appropriate core is returned within 30 days. No returns will be accepted after 30 days. No returns will be accepted on <u>any</u> electrical item, including but not limited to, ECM's, starter's, alternators, control modules, dash gauges/controls, radio's, CBs, etc. These electrical items are sold "AS IS".