

## **BLANCHARD USED PARTS TERMS & CONDITIONS**

Seller Company ("Seller") expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for any particular use. Seller neither assumes nor authorizes any other person to assume any liability on its behalf in connection with this sale. Only the manufacturer's warranty, if any, and provisions provided herein apply to this sale.

Before any part is returned for repair, the customer must receive a return authorization from Seller. If the customer fails to receive a return authorization prior to shipping the part to Seller, then Seller reserves the right to refuse to repair the part and will not incur any costs associated with the repair or shipping of the part. Any attempt to salvage or repair the part without prior approval from Seller will void the warranty provided by Seller. The customer is responsible for part and shipping costs for any part ordered due to customer error.

For used parts at the time of purchase, the used parts are guaranteed to meet Caterpillar reusability guidelines. If Seller determines the part is unusable per Caterpillar's reusability guidelines, the customer will be refunded the costs for the part and shipping.

For rebuilt parts, there is a 90-day warranty beginning on Seller's invoice date. After issuing the return authorization, Seller will arrange for return shipping, perform repairs, and then reship the repaired part to the customer. For any rebuilt part that is returned to Seller for repairs under the warranty and Seller determines the part is damaged due to improper use or installation, the customer will be notified and may be required to pay for costs of repair and shipping.

For new/surplus parts, there is a 90-day warranty beginning on the Seller's invoice date. On a case-by-case basis after the return authorization has been issued by Seller, the customer will (1) receive a refund for the part and shipping charges, (2) receive a replacement part if the part is available in current inventory, or (3) receive the part after it has been repaired.

Seller is not responsible for any and all incidental or consequential damages. Moreover, Blanchard Machinery is not responsible for any labor or miscellaneous costs required to remove or reinstall any part covered herein. Seller will not provide, at its own expense, any rental machines for customer while the part is being repaired; however, the customer has the option, at its own expense, to rent replacement equipment from Seller.