



Select Reman Exchange Terms and Conditions V4.0

These Terms and Conditions ("Agreement") constitute a legally binding agreement between **Select Reman Exchange, LLC** ("Select Reman Exchange," "SRX," "we," "our," or "us") and the customer identified on the applicable sales invoice ("Customer"). By placing an order, submitting a deposit, or purchasing any product or service, the Customer acknowledges that they have read, understood, and agree to these Terms and Conditions.

Customer Representation

The Customer represents and warrants that they are an individual or legally organized business entity with the authority and legal capacity to enter into this Agreement and purchase the products or services described on the applicable sales invoice.

Governing Law & Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles.

Any claim, dispute, or controversy arising out of or relating to the sale of products or services provided by Select Reman Exchange shall be resolved exclusively through binding arbitration administered by the **American Arbitration Association (AAA)** in the State of Michigan. The parties agree to waive the right to a trial by jury to the fullest extent permitted by applicable law.



Orders, Deposits & Payment

A required deposit must be received before Select Reman Exchange begins work on any order.

Orders involving deposits, customer-owned property, repair, remanufacturing, exchange, or related services become binding upon receipt of the required deposit or receipt by Select Reman Exchange of customer-owned engines, cores, components, or other items submitted for such services. Deposits are non-refundable except at the sole discretion of Select Reman Exchange, subject to any applicable rights provided under the Select Reman Exchange Return & Refund Policy, Core Return Policy, or applicable written warranty.

Engines, cores, and components submitted by the Customer for remanufacturing, exchange, machining, inspection, or related services may be disassembled, inspected, machined, remanufactured, exchanged, salvaged, recycled, or otherwise processed during the ordinary course of business. Once processing has begun, Select Reman Exchange does not guarantee that the original engine, core, or individual components submitted by the Customer will remain identifiable, be preserved, or be available for return.

If an order is canceled after processing, disassembly, remanufacturing, machining, procurement of parts, or other work has begun, the Customer remains responsible for all labor performed, materials purchased, machining completed, special-order parts, and other costs incurred through the date of cancellation. Any deposit paid shall be applied toward those amounts owed. If the costs incurred exceed the deposit, the Customer remains responsible for the unpaid balance.

Payment in full is required before any engine, component, product, or order will be released or shipped.

Estimated completion dates are provided as a courtesy only and are not guaranteed. Completion dates may change due to parts availability, supplier delays, production schedules, or other circumstances beyond Select Reman Exchange's control.

Completed work not paid for when due may incur a storage fee of \$10.00 per day. The Customer is responsible for all reasonable costs associated with storing, preserving, transporting, collecting, enforcing Select Reman Exchange's rights, and disposing of customer-owned property, to the extent permitted by applicable law. Select Reman Exchange reserves all rights available under applicable Michigan law, including MCL 570.301 et seq., to retain possession of and, when permitted by law, sell or otherwise dispose of property in its possession to satisfy unpaid balances, storage fees, and other amounts owed.

Past-due balances shall accrue interest at the greater of **0.02% per day (approximately 7% annually)** or the maximum rate permitted by law.

Failure to pay any amounts due to Select Reman Exchange when due may result in suspension or termination of applicable warranty coverage and warranty benefits until all outstanding amounts are paid in full. This does not relieve the Customer of their payment obligations or limit Select Reman Exchange's right to pursue any amounts owed.



Shipping, Availability & Risk of Loss

All orders are subject to product, parts, and core availability.

Select Reman Exchange reserves the right to cancel any order prior to shipment if products become unavailable or circumstances prevent fulfillment. The Customer's sole remedy shall be a refund of amounts previously paid.

Risk of loss transfers to the Customer upon delivery to the carrier or when the completed order is made available for pickup or shipment, whichever occurs first.

Estimated shipping and delivery dates are estimates only and are not guaranteed. Select Reman Exchange shall not be liable for delays caused by carriers, suppliers, weather, labor disputes, governmental actions, customs delays, or other events beyond its reasonable control.

Select Reman Exchange is not responsible for shipping delays, freight damage, or loss occurring after risk of loss transfers to the carrier, except as otherwise required by applicable law or expressly provided in writing by Select Reman Exchange.

Customers must inspect all shipments immediately upon delivery. If visible damage is present, the Customer must immediately notify the carrier or delivery driver before accepting the shipment as undamaged and must document the damage on the carrier's delivery receipt or delivery documentation whenever possible. The Customer must also notify Select Reman Exchange of the damage promptly after delivery so Select Reman Exchange can assist with and, where applicable, coordinate the freight claim with the carrier.

If damage is not reported to the carrier at the time of delivery, including when a Customer signs for the shipment as received in good condition, the carrier may deny the freight claim. Select Reman Exchange cannot guarantee approval of a carrier claim when the required damage notification was not made at the time of delivery. Customers must cooperate with Select Reman Exchange and/or the carrier by providing photographs, packaging materials, delivery documentation, and other information reasonably requested in connection with a freight claim.

Concealed damage that could not reasonably have been identified at delivery must be reported to Select Reman Exchange within five (5) business days of delivery, and the Customer must promptly notify the carrier in accordance with the carrier's claim requirements.



Core Returns

Core returns must be received within **30 days for parts and components and 60 days for engines** from the date the replacement product is received, unless otherwise agreed to in writing.

Core credit is subject to inspection and approval in accordance with the **Select Reman Exchange Core Return Policy**.

If a returned core does not qualify for full or partial core credit, Select Reman Exchange may notify the Customer of the inspection results. Upon request, the rejected core may be returned to the Customer at the Customer's expense. If the Customer does not request return of the rejected core within ten (10) business days after notification, the core shall be deemed abandoned and become the property of Select Reman Exchange. Select Reman Exchange may thereafter remanufacture, salvage, recycle, dispose of, or otherwise use the abandoned core at its sole discretion without further notice or liability.

Disclaimer of Representations and Warranties

Except as expressly provided in a written warranty issued by **Select Reman Exchange**, this website, any promotional program, and any engine, part, component, product, or service offered or sold by Select Reman Exchange are provided on an **"AS IS"** and **"AS AVAILABLE"** basis, without representations or warranties of any kind.

To the fullest extent permitted by applicable law, Select Reman Exchange expressly disclaims all representations and warranties, whether express, implied, or statutory, including, but not limited to:

- Warranty of title
- Warranty of merchantability
- Warranty of fitness for a particular purpose
- Warranty of fitness for a particular use
- Any warranty arising from course of dealing, course of performance, or usage of trade

Select Reman Exchange makes no warranty based upon oral statements, representations, estimates, advice, or promises made by any employee, salesperson, distributor, dealer, or representative.

Any warranty provided by Select Reman Exchange must be in writing and signed by an authorized representative of Select Reman Exchange. Customers acknowledge and agree that they have not relied upon any oral statements, promises, or representations in deciding to purchase any engine, part, product, or service from Select Reman Exchange.

Where a written warranty is provided, including but not limited to the **Engine Limited Warranty Policy** or **Parts Sales Limited Warranty Policy**, that written warranty shall govern exclusively in accordance with its stated terms and conditions.



Limitation of Liability

To the fullest extent permitted by applicable law, **Select Reman Exchange's** total liability arising from the sale, installation, repair, replacement, or warranty of any product or service shall not exceed the original purchase price of the specific product giving rise to the claim.

Select Reman Exchange shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to:

- Vehicle or equipment downtime
- Loss of use
- Lost profits or business interruption
- Rental equipment or substitute vehicles
- Towing or recovery charges
- Travel, lodging, or meal expenses
- Storage fees
- Freight or shipping charges unless expressly authorized
- Damage to other engine components or equipment
- Loss of contracts, revenue, or goodwill
- Any other economic or consequential losses

The remedies available to the Customer shall be limited to those expressly provided under these Terms and Conditions and any applicable written Select Reman Exchange policy or warranty, to the fullest extent permitted by applicable law.

No employee, dealer, distributor, or representative has authority to modify these Terms and Conditions, modify or extend any applicable warranty, or assume any additional obligation or liability on behalf of Select Reman Exchange unless expressly authorized in writing by an officer of Select Reman Exchange.



Customer-Supplied Parts & Components

Select Reman Exchange may, at its sole discretion, agree to inspect, machine, install, assemble, or otherwise use engines, cores, components, accessories, or replacement parts supplied by the Customer. Unless expressly agreed in writing, Select Reman Exchange does not warrant, guarantee, certify, or assume responsibility for the condition, suitability, compatibility, performance, reliability, or service life of any Customer-supplied item.

Any inspection, machining, installation, assembly, testing, or use of a Customer-supplied item does not constitute a representation or warranty that the item is free from defects or suitable for continued service.

Select Reman Exchange shall not be responsible for any failure, damage, delay, warranty claim, or other loss arising from or related to any Customer-supplied part or component, including damage to a remanufactured engine or other equipment caused by the failure of a Customer-supplied item. Any warranty issued by Select Reman Exchange applies only to products and services expressly covered by the applicable written warranty and does not extend to Customer-supplied parts or failures caused by Customer-supplied parts.

Policy Applicability and Order of Precedence

These Terms and Conditions apply generally to all sales and transactions with Select Reman Exchange. The **Return & Refund Policy**, **Core Return Policy**, **Parts Sales Limited Warranty Policy**, and **Engine Limited Warranty Policy** apply when specifically applicable to the product or transaction involved.

If a specific policy expressly addresses a matter that is also addressed generally in these Terms and Conditions, the **specific applicable policy shall control with respect to that matter**.

For warranty claims, the applicable written warranty shall govern the warranty claim and its available remedies. For ordinary product returns, the Return & Refund Policy shall govern. For core deposits and core returns, the Core Return Policy shall govern.

Nothing in any applicable policy or warranty shall be interpreted to expand the rights, remedies, or obligations of either party beyond those expressly provided in that specific policy or warranty, these Terms and Conditions, or applicable law.



Entire Agreement

These Terms and Conditions, together with the applicable sales invoice, applicable Return & Refund Policy, Core Return Policy, and any applicable written warranty issued by Select Reman Exchange, constitute the complete and exclusive agreement between the parties with respect to the applicable transaction.

Any additional or conflicting terms proposed by the Customer, whether contained in purchase orders, correspondence, emails, invoices, or other documents, are expressly rejected and shall have no force or effect unless accepted in writing and signed by an authorized representative of Select Reman Exchange.

No amendment or modification of these Terms and Conditions shall be effective unless made in writing and signed by an authorized representative of Select Reman Exchange.