

## TERMS AND CONDITIONS

Last updated: November 23, 2015

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with www.GermanParts.ca website (the "Service") operated by GERMANPARTS.CA INC. ("us", "we", or "our").

### **Please read these Terms and Conditions carefully before using the Service.**

Your access to and use of the Service is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms and accept all legal consequences. If you do not agree to these terms and conditions, in whole or in part, please do not use the Service.

### **Purchases**

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected. We will not be held responsible or liable for any failure for the Purchase to complete, or any resulting loss or damages to you.

#### Availability, Errors and Inaccuracies

In order to provide exceptional service, and accuracy, we regularly update the products and services on the Service.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Despite our best efforts, the products or services available on our Service may have an error regarding the price, be inaccurately described, or be unavailable.

We may experience delays in updating information on the Service and in our advertising on other websites.

#### Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Promotions may be available for a limited time.

### **Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

The Service may contain links to third-party web sites or services that are not owned or controlled by GERMANPARTS.CA INC..

GERMANPARTS.CA INC. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that GERMANPARTS.CA INC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.



## Warranty

GermanParts.ca offers a warranty option for 2 years / 3 years depending on the option selected. The warranty period commences on the day that the product(s) are originally purchased. GermanParts.ca will replace any product(s) which, under normal conditions or use of service, and which have been properly installed, proves to be defective in material during the warranty period. The warranty offers protection against manufacturer defects unless otherwise noted. This warranty is void if we find that a product is used or installed against the manufacturer's suggested use or if the product has been modified in any way.

All manufacturers require a proper shop diagnosis / paperwork with a description of the problem/defect in order to be submitted for warranty review. All products must be returned in the original packaging, including labeling, manuals, hardware, etc.  
Warranties are non-transferable, and only apply to the original purchaser of the product(s).

All products returned for warranty inspection are subject to testing within our company and in some cases may require that the products are sent to the manufacturer/supplier for inspection and testing. GermanParts.ca does not guarantee that any products will be warrantied until this process is complete. GermanParts.ca does not guarantee that the product(s) that are being claimed for warranty will be replaced with the same brand that was originally purchased. In some cases warranties will be denied and GermanParts.ca must return the product(s) at the expense of the customer.

GermanParts.ca is not responsible for any damages that may have occurred by using the products that we sell. GermanParts.ca does not pay for consequential, incidental and contingent damages or costs incurred of any kind, including the cost incurred directly or indirectly in relation to products sold by GermanParts.ca including labor or product coverage. GermanParts.ca will only replace the defective product that was originally purchased from GermanParts.ca, once the Manufacturer/Supplier has verified that this part(s) are faulty and we have confirmed that the part(s) are within the warranty period. GermanParts.ca will only replace or repair warranty items at our discretion. Products that may have been damaged or lost as a result of a faulty product will not be replaced by GermanParts.ca under any circumstances. GermanParts.ca will only ship replacement products to the original address that the items were shipped to.

The customer is responsible for the costs incurred of returning any items for warranty inspection or repair. Shipping charges are non-refundable.

Please contact GermanParts.ca in order to obtain RMA # for any warranty transaction.

