

# MINNPAR TERMS AND CONDITIONS

## Effectivity

This Parts Policy and Procedure Manual is by reference between MinnPar and the Dealer. MinnPar may make additions and/or changes to this policy upon thirty (30) days prior written notice, without incurring any liability. MinnPar has no contracts.

## Applicability

This Parts Policy and Procedure Manual applies to products offered by MinnPar.

## Administration of Policy

The administration and any interpretations of this Parts Policy and Procedure Manual will be the responsibility of MinnPar.

## 1. Order Acceptance

Each order shall be subject to these terms and conditions which supersede any and all terms and conditions appearing on Purchaser's order form. Acceptance of an order by MinnPar is expressly conditional on agreement to these terms and conditions, which shall be deemed given unless Purchaser shall notify MinnPar to the contrary in writing within ten (10) days after order acceptance by MinnPar. No order accepted by MinnPar may be altered or modified by the Purchaser unless agreed to in writing, by MinnPar.

## 2. Delivery and Transportation Costs

Delivery of goods to a carrier at MinnPar's factory or other shipping point shall constitute delivery to Purchaser. Unless otherwise specified, all goods are sold F.O.B. MinnPar's factory or warehouse shipping point. Method and route of shipment shall be at the discretion of MinnPar unless purchaser specifies otherwise. Any additional expense of the method or route of shipment specified by Purchaser shall be borne entirely by Purchaser.

## 3. Partial Shipments and Delays

MinnPar reserves the right to make partial shipments. Partial shipments shall be separately invoiced and paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any partial shipment shall not relieve Purchaser of its obligations to accept remaining deliveries. MinnPar shall not be liable for any damage including special or consequential damages as a result of any delay.

## 4. Payment Terms

With credit approval, the net amount of an invoice shall be due thirty (30) days after the invoice date unless otherwise stated in the invoice. Thereafter, any unpaid balance is subject to a service charge. MinnPar reserves the right to request credit information and establish credit limits. MinnPar may require full payment in advance of shipment of the order. MinnPar accepts ALL major credit cards for payment.

## 5. Warranty

MinnPar warrants that its new parts will conform to applicable specifications and be free of defects in material and workmanship under normal use and service. This warranty shall extend for 180 days from MinnPar invoice date, Rotating Electric Warranty is 18 months. MinnPar will replace free of charge F.O.B. MinnPar plant any parts to be defective in materials or workmanship provided the part or parts were properly installed, serviced, and used in normal operation. MinnPar may request the defective part be returned to our warehouse. **UNDER NO CIRCUMSTANCES WILL MINNPAR RECOGNIZE CLAIMS FOR LABOR CHARGES OR CONSEQUENTIAL DAMAGES, OUR LIABILITY BEING LIMITED STRICTLY TO THE REPLACEMENT OF SUCH PARTS AS WE FIND DEFECTIVE.**

## 6. Remanufactured Parts Policy

Remanufactured parts will be priced for the item ordered plus core charge if applicable. These charges will be separated on order and invoice.

## 7. Service Parts Order Classification

MinnPar will classify each order in one of the following categories:

1. Emergency/Machine Down (ship same day), 5% Handling Fee
2. Repair (ship within 2-3 days),  
normal List Price.

### Minimum Order

A \$4.00 handling charge will apply to all orders less than \$50.00 in value.

### Emergency Charge

A 5% handling charge will be applied to all Emergency orders not to exceed the maximum of \$75.00 per any line item. These charges will appear on the invoice as handling charges.

### Parts Pricing

All prices are F.O.B. point of origin and subject to change without notice. In addition to prices by part number, the Price List will include the descriptions, obsolescence and return codes.

All orders must be in writing and can be placed by MinnPar On-Line Parts Ordering System ([www.minnpar.com](http://www.minnpar.com)) or faxed to 612 378-3741. Emergency orders receive maximum priority handling. All domestic emergency orders that are routed air or customer pick-up and are received before 4:00 PM Central Time will ship the same day provided the parts are in stock. Emergency orders by other methods of shipment will be given prompt handling, but MinnPar cannot assure same day shipment due to the pick-up schedules of carriers.

## 8. Service Parts Return Policy

Purchaser may return any returnable parts subject to the following terms and conditions. A non-returnable part is identified in the current parts price list.

A. Request for return authorization must be made within thirty (30) days of invoice date and the parts must be returned within thirty (30) days of the authorization for parts shipped/ordered in error.

B. Your purchase order number and the MinnPar order number must be submitted with the request. All goods returned must be accompanied by sales invoice supporting part purchase from MinnPar.

C. The authorized return amount will be credited to the Purchaser's account at invoice price less 20% handling and returning charges.

D. All parts authorized for return must have an RMA (Return Material Authorization) number and a copy of the RMA with the return parts.

E. Freight must be prepaid by the Purchaser.

F. All parts must be tagged with OEM/MinnPar part number.

G. Parts must be in a new and saleable condition as determined by MinnPar inspection.

H. Parts must have been originally purchased as an emergency or repair service parts order from MinnPar.

I. Cores returned must have prior Return Material Authorization (RMA). Cores must be complete and assembled with core tag attached. Cores must be returned within 45 days of shipment of remanufactured part.

J. Parts returned without a return material authorization (RMA) will not be accepted and will be returned to the Purchaser, freight collect.

K. If Purchaser places an order and that part was placed in error by Purchaser, or a shipping error, the Purchaser can return the part subject to the above terms (items A-I).

L. Parts to be returned to MinnPar must be in the original package and have a minimum line value of \$8.00. Broken packs, kits, or components will not be accepted for return credit.

9. Claims for loss or damage to goods in transit are to be made promptly to the carrier, not to MinnPar. Claims for shortages or other errors, exclusive of transit shortages or damages, must be made in writing to MinnPar within ten (10) days after delivery; failure to give such notice shall constitute acceptance and waiver of all claims by Purchaser.

10. Any sales or use tax imposed by any government agency on any transaction between MinnPar and Purchaser shall be paid by Purchaser. In lieu of payment, Purchaser shall provide MinnPar at the time order is submitted with an acceptable tax exemption certification

### **Parts Technical Support Analyst**

Technical Support Analysts assist Customers in the identification or validation of the parts to be ordered. All inquiries pertaining to technical assistance should be directed to 612 379-0606 or email: [www.sales@minnpar.com](mailto:www.sales@minnpar.com).

### **Service Parts Work Hours**

The Parts Department's standard working hours are 7:00 AM to 5:00 PM Central Time. Monday through Friday with the exception of observed holidays. The Parts Support hot line telephone number is 612 379-0606.

### **Backorders**

Customers are responsible for reviewing backorders with their customers to determine if the part is still required. Requests for cancellation of part(s) should be initiated through MinnPar Customer Service Expediting Department.

### **Contact Information**

Web site: [www.minnpar.com](http://www.minnpar.com)

On line ordering: [www.minnpar.com](http://www.minnpar.com)

Phone Number: 612 379-0606

Fax Number: 612 378-3741