

GENERAL RETURN POLICY

Stuifbergen Equipment LLC will accept returns of parts & components within thirty (30) days of purchase (beginning at invoice date) for a full refund of the part (less shipping). Refund will be given upon receipt of the returned part, provided the part or item has been used correctly for its sole purpose and not abused or modified and is returned in the same condition it was purchased in. Customer is responsible for return shipping costs.

LIMITED WARRANTY

All parts sold by Stuifbergen Equipment LLC have a ninety (90) day limited warranty (beginning at invoice date) against defect or failure, provided the part or item has been used correctly for its sole purpose and not abused or modified. We warrant that, if the part is defective or fails during the ninety (90) day period, a replacement or full refund will be given upon receipt of the defective part and a copy of this invoice.

Parts & components are sold "as is" and with all faults, subject to any applicable manufacturer's express, written warranty. Neither the Seller nor Manufacturer make any other representations or warranty, express or implied, and specifically disclaim the implied warranties of merchantability and fitness of particular purposes. Neither Seller nor Manufacturer will be liable for any special, incidental or consequential damages resulting from a breach of the express warranty or any implied warranty imposed by law. EXCEPT FOR THE NINETY (90) DAY WARRANTY SET FORTH ABOVE, ALL PARTS AND COMPONENTS ARE PURCHASED IN AN "AS IS" CONDITION.

The limited warranty provided by Stuifbergen Equipment LLC is given under and governed exclusively by Michigan law. The parties consent to the jurisdiction of the State of Michigan for resolution of any disputes between them.

LIMITATION OF REMEDIES

Stuifbergen Equipment LLC will not be responsible for: (1) damages to other parts or equipment; (2) labor or repair costs; or (3) other claims for damages. Remedies are limited to the price of the part or equipment sold by it, as provided under its limited warranty

UNDER NO CIRCUMSTANCES WILL STUIFBERGEN EQUIPMENT LLC BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. THE SOLE AND EXCLUSIVE REMEDY AGAINST STUIFBERGEN EQUIPMENT LLC IS LIMITED TO THE REPLACEMENT OF THE PART OR REFUND OF THE PURCHASE PRICE, AT THE SOLE DISCRETION OF STUIFBERGEN EQUIPMENT LLC, IRRESPECTIVE OF THE PARTIES AGREEMENT OTHERWISE OR APPLICABLE LAW.

SALES TAX EXEMPTION. If you have made a representation to us that you are sales tax exempt and later the State of Michigan refuses to recognize you as sales tax exempt you hereby agree to immediately pay us the sales tax due on the sale. In order to claim an exemption from sales tax you must provide a completed Form 3372, Michigan Sales and Use Tax Certificate of Exemption to Stuifbergen Equipment LLC.
