



Terms & Conditions of Sales

Governing Law: State of Delaware | UCC Compliant

1. Scope and Acceptance

All sales of goods ("Products") and any related services by Magnum Diesel Parts, Inc. ("MDP") to the purchaser ("Buyer") are expressly conditioned on Buyer's assent to these Terms & Conditions of Sales ("Terms"). Any additional or different terms proposed by Buyer are expressly rejected unless specifically accepted in a writing signed by an authorized officer of MDP. Acceptance of Products constitutes acceptance of these Terms.

2. Prices and Payment

- All prices are quoted F.O.B. MDP's shipping point.
- Payment is due Net 30 days from the invoice date unless otherwise agreed in writing.
- Overdue balances are subject to a 1.5% monthly interest charge or the maximum amount allowed by Delaware law.
- MDP reserves the right to adjust pricing at any time prior to shipment to reflect changes in applicable import tariffs, duties, or government-imposed surcharges. If such adjustments occur due to import tariff fluctuations or other cost factors beyond MDP's control, MDP will notify Buyer in writing. Buyer will have three (3) business days from the date of notice to accept the adjusted pricing or cancel the affected portion of the order without liability, unless otherwise provided in Section 9. Failure to respond within this timeframe will be deemed acceptance of the revised price, provided that the notice clearly states this consequence.

3. Delivery, Title & Risk of Loss

- Delivery dates are estimates only and are not guaranteed.
- Title and risk of loss pass to Buyer upon MDP's tender of the Products to the carrier.
- Buyer is responsible for all freight, taxes, duties, insurance, and handling fees unless otherwise agreed.

4. Inspection and Notice of Non-Conformity

- Buyer must inspect all Products promptly upon receipt.
- Any claims for shortages, defects, or non-conformities must be submitted to MDP in writing within thirty (30) calendar days of delivery.
- Failure to provide notice constitutes acceptance under UCC §2-607.

5. Limited Product Warranty

MDP warrants its Products to be free from defects in material and workmanship under normal use for a period of six (6) months from the date of installation or up to one (1) year from the MDP invoice date, whichever occurs first.

This warranty applies only to the original purchaser and is non-transferable. MDP's obligation is limited, at its discretion, to:

- Replace the defective product, or
- Reimburse Buyer for parts and/or labor at MDP's standard rates required to address the warrantable issue.

Any replacement or reimbursement does not extend the original warranty period.

6. Buyer's Responsibilities for Warranty Claims

To submit a valid warranty claim, Buyer must:

1. Submit a completed MDP Warranty Claim Request Form and related invoices within 30 days of discovering a suspected failure.
2. Return the defective Product and all associated parts to MDP for inspection.

3. Provide supporting maintenance records and allow MDP to inspect the equipment related to the failure.
 4. Operate the engine or equipment in accordance with OEM maintenance and operation guidelines.
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7. Warranty Exclusions and Limitations

This warranty does not cover:

- Damage due to improper storage, installation, modification, misuse, neglect, or unauthorized repairs.
 - Use of parts provided at no charge.
 - Consequential damages, including downtime, towing, loss of cargo, or incidental expenses.
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8. Disclaimer of Other Warranties

MDP makes no warranties other than those expressly stated herein. All other warranties, express or implied—including the implied warranties of merchantability and fitness for a particular purpose—are disclaimed to the fullest extent permitted by UCC §2-316. No employee, dealer, or third party may alter or extend this warranty without express written authorization from MDP.

9. Product Return Policy

9.1 Return Authorization Required

All returns must be pre-approved and accompanied by a Return Merchandise Authorization (RMA) issued by MDP. Unauthorized returns will be refused and returned at Buyer's expense.

9.2 Return Timeframe

Return requests must be submitted within 30 calendar days from the original shipment date. Returns requested outside this window may not be accepted.

9.3 Eligible Returns

Returns will be accepted only if:

- Products are unused, uninstalled, and in resalable condition;

- Products are returned in original, undamaged packaging;
- Products are standard (non-custom) components.

Custom or special-order items are non-returnable.

9.4 Restocking Fees

All approved returns are subject to restocking fees as follows:

- Parts: 20%
- Kits: 30%

These fees account for administrative, inspection, and repackaging costs.

9.5 Freight and Handling

Return shipping is the responsibility of the customer unless the return is due to MDP error. MDP recommends using a traceable shipping method, as MDP is not responsible for lost or damaged return shipments.

9.6 Refunds and Credits

Approved returns will be credited to the original payment method or applied to the Buyer's account, less restocking fees and shipping costs. Processing may take 7–14 business days upon receipt and inspection.

10. Order Cancellation Policy

Orders may be cancelled only with written approval from MDP. Cancellation of any confirmed order is subject up to a 30% cancellation fee.

Orders for custom, made-to-order, or special production items are non-cancellable once materials have been procured or work has begun.

10.1 Failure to Perform on Receipt of Goods

If Buyer fails to accept or take delivery of any order or portion thereof within sixty (60) calendar days of the agreed or notified delivery date, MDP reserves the right to cancel the affected order. Such cancellation shall be subject to all applicable **cancellation and return policies** stated herein, including but not limited to the fees and conditions outlined in Sections 9 and 10.

In addition, if Buyer requests or causes a delay in receipt of goods beyond the original delivery date, MDP may assess reasonable **storage, handling, insurance, and administrative charges** for the period the goods are held prior to cancellation or shipment. **Title and risk of loss shall pass to Buyer as of the original scheduled delivery date, unless otherwise agreed in writing.**

11. Inspection of Returned Products

All returned Products will be inspected upon receipt. MDP reserves the right to reject returns or adjust credit for items that:

- Show signs of use or installation;
 - Are damaged upon return;
 - Do not match the original shipment;
 - Are returned without an RMA or in non-original packaging.
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12. Limitation of Liability

MDP shall not be liable for any indirect, incidental, special, or consequential damages, including lost profits or business interruption. MDP's liability shall not exceed the purchase price of the Product giving rise to the claim.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and interpreted under the laws of the State of Delaware, including relevant provisions of the Uniform Commercial Code (UCC).

Any dispute shall be resolved exclusively in the state or federal courts of New Castle County, Delaware. The parties waive any objections to personal jurisdiction or venue in these courts.

Any legal action must be brought within one (1) year from the date the cause of action accrues, consistent with UCC §2-725.

14. Miscellaneous

- These Terms constitute the entire agreement between the parties under UCC §2-202 and supersede all prior communications.
- Any amendment or waiver must be in a signed writing from an authorized MDP officer.
- If any provision is held invalid or unenforceable, all other provisions shall remain in full force.

15. Contact Information

For any questions regarding these terms, warranty, returns, or cancellations, please contact:

MDP Customer Service
parts@magnumdieselparts.com

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Subject to change without notice.