



**5220 N.W 72nd AVE, Suite 3 MIAMI FL 33166**

(“TERMS AND CONDITIONS”)

TERMS AND CONDITIONS, INCLUDING ANY TERMS ON THE FACE OF THIS INVOICE OR SHIPPING TICKET, ARE THE TERMS AND CONDITIONS OF SALE

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FOR ALL PRODUCTS SOLD BY Heavy Parts Miami, LLC (“SELLER”).

UNLESS BUYER AGREES TO THESE TERMS AND CONDITIONS, WHICH WILL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BUYER’S AGREEMENT TO THESE TERMS AND CONDITIONS WILL BE CONSIDERED GIVEN UPON BUYER’S FAILURE TO OBJECT TO THESE TERMS AND CONDITIONS IN WRITING WITHIN THREE DAYS FROM THE DATE OF ITS RECEIPT OF THEM OR UPON BUYER’S PAYMENT FOR, AND RECEIPT OF DELIVERY OF, THE PRODUCTS.

NEITHER SELLER OR ANY OF ITS AFFILIATES MAKES ANY FURTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SELLER’S PRODUCTS, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LIMITATION OF REMEDY AND LIABILITY. SELLER’S TOTAL LIABILITY UNDER THESE TERMS AND CONDITIONS OR OTHERWISE IN CONNECTION WITH THE SALE OF PRODUCTS, WHETHER IN CONTRACT, IN TORT, FOR INFRINGEMENT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE WILL NOT EXCEED THE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM AND WHICH HAS BEEN PAID BY BUYER. UNDER NO CIRCUMSTANCES WILL SELLER OR ANY OF ITS AFFILIATES BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, RENTAL OF SUBSTITUTE EQUIPMENT, OR OTHER COMMERCIAL LOSS. BUYER ACKNOWLEDGES FULL RESPONSIBILITY FOR ANY CUSTOMS CHARGES ASSOCIATED WITH IMPORTING/EXPORTING THE PRODUCTS TO BUYER.

## TERMS OF PAYMENT.

Unless otherwise specified on the face hereof, payment for Seller's products is due upon making the order, and prior to shipment of product(s) in U.S. currency. Please note, we will not distribute our clients' private information at any time.

## 1. SHIPMENT AND DELIVERY.

Any claims for shortages or damages suffered in transit must be submitted by buyer directly to the carrier, because seller insures all outgoing shipments. Although Seller will use commercially reasonable efforts to maintain delivery date(s), all shipping dates are approximate and not guaranteed.

1-For certain O.E.M. orders, the time frame might be longer, due to the parts being "made to order" by the manufacturer. Seller reserves the right to make partial shipments. For orders, outside of the continental USA, delivery time and cost must be approved by a manager, due to additional cost of shipments.

2. RETURN POLICY. Prior approval and a written authorization must be obtained before any return can be made. Any return made without prior approval and a written authorization will not be accepted. Products returned for refund must be in new condition and packaged in their original packaging (used, discontinued and certain custom made items cannot be returned for refund.) If the buyer or other user does not properly use the products under normal operating conditions in accordance with the specifications for operation as described by the manufacturer, the seller cannot be held responsible. Freight charges must be prepaid on all return shipments by the buyer. Seller is not responsible for any customs charges and fees, they are the full responsibility of the buyer.

Parts NEW OR USED :

All Buyer requests for repacking after readiness to ship are subject to additional charges.

All Special Order are not Returnable

All Import Parts from Outside of United States are not Returnable

All Back Order are non Returnable.

3. EXCUSE OF PERFORMANCE. Seller will not be liable for loss or delay, nor be considered in default for non-performance due to acts of God; acts of buyer; war (declared or undeclared); terrorism or other criminal conduct; fire; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, or orders; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials or services; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond Seller's reasonable control. In rare cases, possible errors in the value of the goods or delivery charges might occur, and in this case - we reserve the right to charge extra in order to cover the cost or refuse the order.

Delay on shipment seller are not be liable for any loss

Delay on Order are not considering cancelable order

#### 4. GOVERNING LAW AND VENUE.

These Terms and Conditions will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of Florida, without reference to principles of conflicts of law.

All disputes arising out of or relating to these Terms and Conditions, or otherwise in connection with the sale of the products, will be determined solely by a state court located in Miami Dade County, Florida or a federal court located in the District of Florida, and the parties consent to the jurisdiction of those courts.

The application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are expressly excluded. Buyer will be liable to Seller for all reasonable costs of collection and other enforcement, including reasonable attorneys' fees and costs.

#### 5. EXPORT CONTROL.

Buyer acknowledges that products sold by Seller are subject to applicable import and export control and trade sanctions laws, regulations, orders and requirements of the U.S. and the jurisdictions in which buyer is established or from which products may be supplied, including without limitation the U.S. Export Administration Regulations (15 C.F.R. Parts 730 to 774) and Foreign Assets Control Regulations (31 C.F.R. Parts 500 to 598).

Buyer Agrees that it will not use, transfer, release, divert, transship, import, export or reexport the products and related technology except in compliance with those applicable laws, regulations, orders and requirements.

If buyer violates any applicable import and export control or trade sanction law, regulation, order or requirement, buyer will indemnify, defend and hold harmless Seller and Seller may, immediately and without notice, terminate any sale of products or any business arrangement or relationship with buyer. Buyer acknowledges full responsibility for any customs charges associated with importing /exporting the products.

#### 6. ENTIRE AGREEMENT.

These Terms and Conditions contain the entire agreement between the parties with respect to the sale of products, and supersede all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, with respect to the sale of products. The express terms and conditions hereof control and supersede any course of performance or usage of the trade inconsistent with any of these Terms and Conditions.

This Agreement start on the moment client accepted to make any Payments to Heavy Parts Miami LLC

#### 7. AMENDMENT.

These Terms and Conditions may be amended, superseded or waived only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance.

#### 8. NO WAIVER.

No failure or delay by a party in exercising any right, power, or privilege hereunder will operate as a waiver of any right, power, or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power, or privilege will preclude the further or full exercise thereof.

#### 9. SEVERABILITY.

These Terms and Conditions will be considered severable, and the invalidity or unenforceability of any one or more of 3 the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

#### 10. REMEDIES.

Except as may otherwise be provided herein, the rights and remedies of the parties with respect to failure of a party to comply with these Terms and Conditions are not exclusive, the exercise thereof will not 11. constitute an election of remedies and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available in law or in equity.

#### 12. BINDING NATURE, ASSIGNMENT.

These Terms and Conditions will be binding upon and will inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives. Buyer may not assign, delegate or transfer to third parties its rights or obligations hereunder without the prior written consent of Seller.

#### 13. NO THIRD-PARTY BENEFICIARIES.

These Terms and Conditions are intended solely for the benefit of each party and their respective successors, permitted assigns, heirs and personal representatives and it is not the intention of the parties to confer third-party beneficiary