

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (these "Terms") apply to the purchase and sale of products and services in our stores or through www.partsdistributing.com (the "Website"). **By placing an order for products or services, you (the party who submits an order) affirm that you are of legal age to enter into this agreement with PDC (referred to as "PDC," "us," "we," or "our" as the context may require), you accept and are bound by these Terms, and if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these Terms.** You may not order or obtain products or services from us if you (a) do not agree to these terms, (b) are not of legal age to enter into this agreement, or (c) if ordering through this Website, are prohibited from accessing or using this Website or any of this Website's contents, goods or services by applicable law.

These Terms are subject to change without prior written notice at any time, in our sole discretion. You should review these Terms prior to each purchase of any product or services that are available in our stores or through this Website, and your continued use of this Website and/or purchase of our products or services will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Website. You should also carefully review our Privacy Policy before placing an order for products or services through this Website (see Section 9).

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders, in whole or in part, at our sole discretion, even when we send you a confirmation email with your order number and details of the items you have ordered.

2. Prices and Payment Terms.

(a) Prices posted on this Website may be different than prices offered by us in one or more of our stores, and we do not provide a price match or low price guarantee when you make a purchase from our Website. All prices, discounts, and promotions are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your invoice and/or order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your invoice, shopping cart and/or order confirmation email, as applicable. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer from time to time promotions that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and, unless we have extended you credit or otherwise agreed in writing, payment must be received by us before our acceptance of an order. You represent and warrant that (i) the credit account information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit account for the purchase, (iii) charges incurred by you will be honored by your credit account company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted at the time of your order.

(d) All orders made using a PDC credit line are subject to the approval of our Credit Department and due within the payment terms approved by our Credit Department. We may, at our option, impose finance, service and/or late charges on any past due invoice in an amount not greater than allowed by law and, if you fail to pay according to these Terms or the terms of your credit line, you shall be liable to us for reasonable attorney's fees and related costs of collection. If we become insecure with your ability to pay any invoice using a PDC credit line, we reserve the right to either withhold shipments, or impose or revise your credit limits and/or payment terms.

3. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you when you place an order through the Website. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are costs we incur in the processing, handling, packing, shipping, and delivery of your order.

(b) Title and risk of loss pass to you upon delivery to your specified delivery location, if shipped by us, or to you or your agent, if delivery or pick-up is arranged by you. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. You agree to accept partial or pro rata deliveries as full performance in the event that we are unable to fulfill an entire order.

4. Returns and Refunds. Except for any products designated as final sale or non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within sixty (60) days of shipment with valid proof of purchase and provided such products are returned in the original packaging, uninstalled, and in resaleable condition. To return products, you must call PDC Customer Service to obtain a Return Merchandise Authorization ("RMA") number before shipping your product. No returns of any type will be accepted without an RMA number. Alternatively, both online and in-store purchases and cores may be returned to your local store.

Cores may be returned to any store within sixty (60) days of shipment. Core returns must be "like for like" (i.e., cores of equal value), and credits for returned cores will be issued to the original purchaser. All fluids must be drained from cores before packaging for return. All cores must be returned in the original box or otherwise in a quality box or container and placed on a pallet. We reserve the right to evaluate returned cores and will apply deductions for damaged cores, missing core pieces, failure to completely drain cores of fluids, and/or wrong core returns. Cores that are returned in an unusable condition will not be accepted or processed for credit.

You are responsible for all shipping and handling charges on returned items, and you bear the risk of loss during shipment. If, in our sole discretion, we accept the return of a product that is not in its original packaging, unused, in good condition, and otherwise eligible for return under these Terms, such return may be subject to a 15% restocking fee.

Your refund will be credited back to the same payment method used to make the original purchase. Processing time may be up to thirty (30) days for refunds and up to forty-five (45) days for core credits.

For defective returns, please refer to the manufacturer's warranty (see Section 5 below) included with the product or as detailed in the product's description on our Website.

5. Warranty and Disclaimers. Many of the items we sell come with a manufacturer's warranty. Warranty terms will vary between manufacturers and parts, and any warranty claim, including any labor costs, is subject to the relevant manufacturer's warranty, as in effect at the time of purchase, and approval. In most cases, and subject to manufacturer approval of the claim, PDC will replace or issue a refund for, or facilitate the repair of, a new part that fails during the applicable warranty period due to a defect in materials or workmanship under normal use and service after proper installation. The manufacturer's determination and approval as to the warrantability of a claim often requires that the part first be sent to the manufacturer for physical examination. This warranty does not apply to damage or loss caused by abuse, misuse, neglect, accident, improper installation, storage, or handling, overloading, or use contrary to manufacturer instructions. To obtain warranty service for defective products, please follow the instructions in the manufacturer's warranty included with the product or as detailed in the product's description on our Website. The availability of products or services in our stores or through our Website does not indicate an affiliation with or endorsement of any product, third party service or manufacturer.

EXCEPT AS PROVIDED IN THIS SECTION 5, WE MAKE NO WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

6. **Limitation of Liability.** IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT YOU PAID US FOR THE PRODUCTS OR SERVICES THAT GIVE RISE TO YOUR CLAIM.

7. **Privacy.** We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services or use of the Website.

8. **Confidential Information.** All non-public, confidential or proprietary information of ours, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by us to you, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement, is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by us in writing. Upon our request, you shall promptly return all documents and other materials received from us. We will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to you at the time of disclosure; or (c) rightfully obtained by you on a non-confidential basis from a third party.

9. **Indemnification.** To the maximum extent allowed by law, you must release, defend, indemnify, and hold harmless us and our employees, officers, directors and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) resulting or arising from or relating to your: (a) use or attempted use of the Website or its content; (b) violation of these Terms; (c) infringement or violation of any rights of another person or entity; or (d) violation of applicable law.

10. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. **Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the County of Dallas, and you irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12. **Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

13. **No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of PDC.

14. **No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

15. **Notices.**

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to an email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to legal@e-pdc.com; or (ii) by personal delivery, overnight courier, or registered or certified mail to PDC, 600 Las Colinas Blvd., Suite 400, Irving, Texas 75039, Attn: Legal Department. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

16. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

17. Entire Agreement. Except as otherwise agreed in writing and signed by a duly authorized representative of PDC, your order confirmation or invoice, these Terms, our Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. These Terms prevail over any of your general terms and conditions of purchase, regardless whether or when you submitted a purchase order or such terms. Fulfillment of your order does not constitute acceptance of any of additional terms and conditions and does not serve to modify or amend these Terms.