

On-line Terms of Sale

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2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under and in accordance with these Terms of Sale, all Products listed in your order. All orders must be accepted by Warren. Warren may choose not to accept any orders or any part of an order in its sole discretion. Acceptance shall not occur until the order is shipped and a shipping confirmation is sent to the customer (“Shipping Confirmation”). After Warren receives your order, you will receive an email that confirms receipt of your order and includes details relating to your order (the “Order Confirmation”), review your Order Confirmation carefully. Notwithstanding anything in these Terms of Sale to the contrary, Warren reserves the right, at its sole discretion, to cancel or refuse any order or any part of an order at any stage of the ordering process at any time up until the Shipping Confirmation has been sent. Customer may cancel an order without liability if the written notice of cancellation is received by Warren before the Shipping Confirmation is sent. Written notice of cancellation must be sent by email to PartStore@warrencat.com or by mail to 15 Smith Road, Suite 4000, Midland, Texas 79705.
3. Disclaimer Of Warranties. WARREN IS NOT THE MANUFACTURER OF THE PRODUCTS, THE PRODUCTS MAY BE WARRANTED BY THE MANUFACTURER OF THE PRODUCTS, FOR EXAMPLE AN APPLICABLE CATERPILLAR INC. LIMITED WARRANTY. EXCEPT FOR THE WARRANTY OF TITLE SELLER MAKES NO WARRANTIES OF WHATSOEVER NATURE,

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4. Prices and Payment Terms. All prices posted on this Site are subject to change without notice. The price charged for a Product will be set forth in your Order Confirmation. Price increases will only apply to orders placed after such increases are shown on the prices in this Site. Posted prices do not include taxes or other governmental fees or shipping charges. All such taxes, fees and shipping charges will be added to your merchandise total and will be itemized in your shopping cart and in your Order Confirmation. The taxes, fees and shipping charges included in the Order Confirmation will be calculated using the information available at the time of the Order Confirmation but are subject to change before the final order fulfillment and issuance of the Shipping Confirmation. Warren is not responsible for pricing, typographical or other errors on this Site or offered by Warren and Warren reserves the right to cancel any orders arising from such errors. Warren will charge you for full payment of the order at the time of the issuance of the Shipping Confirmation. All credit card processing is performed by a third-party processor. You acknowledge that the credit card and related financial information you provide in connection with your order will be provided to such third-party processor, and you expressly authorize and grant Warren permission to share such information, which may include, credit card and any other personal information you provide in connection with your order. By paying with a credit card, you represent, warrant and agree that (i) the credit card or payment information you supply in connection with the order is true, correct and complete, (ii) you are duly authorized to use such credit card or other authorized form of payment for the purchase, (iii) charges incurred by you will be honored, as applicable, by your credit card company or the company supporting your payment, and (iv) you will pay the amount set forth in the Shipping Confirmation, as well as all applicable taxes, fees and shipping.
5. Parts Return Policy. Warren has a liberal parts return policy that is designed to be fair to both the customer and Warren. We ask for your help to ensure that parts returns are kept to a minimum. It is important for our customers to realize that proper preparation before ordering parts will result in ordering the correct quantities and parts needed. Minimizing the return of unneeded parts will allow us to serve you more efficiently and economically. Customer is responsible for paying any return shipping or any other costs related to returning the Products to Warren. The location of the return shall be determined in Warren's sole discretion.

- a. Non-returnable parts are identified on your packing slip as nonstock or if there is an asterisk (“*”) in the NR column or otherwise indicated to be non-returnable. These parts will only be allowed to be returned in Warren’s sole discretion, may only be returned for credit and must be returned to Warren within 15 days of the purchase date. A minimum 25% restocking charge will be assessed if accepted for credit.
 - b. Returnable parts will be accepted for return in exchange for credit if they are returned in like new condition if returned within 15 days after the purchase date and will be subject to a 15% restocking charge. Returnable parts returned more than 15 days after the purchase date will be accepted only at Warren’s discretion and will be subject to a minimum 20% restocking charge to be determined by Warren.
 - c. Any parts orders made in error due to the fault of a Warren, as determined by Warren, will be accepted for return without penalty to the customer, provided the problem is reported and the parts are returned within 15 days of purchase. A refund will be given at the full purchase price.
 - d. Returns where Products are of questionable value due to poor condition or purchased from other dealers or parts which have been removed from original packages, if accepted for return, will be handled on a "flat rate" or quotation basis.
6. Shipments; Delivery; Title and Risk of Loss. Your order will be fulfilled through the shipment or delivery of the Products from Warren. The number of days quoted for shipping in this Site refers to the transit time only. Additional time is required for processing orders. Delivery shall be Ex Works (Incoterms 2020) at the Warren location designated on the Shipping Confirmation. If the delivery is designated at any Warren Drop Box or similar “drop box” location of the customer, the delivery is deemed to have occurred when the Product is placed into such drop box and all risk of loss for the Product transfers to the customer—including any loss or damage from theft, vandalism, fire, or act of God. Customer shall accept as conclusive proof of delivery documentation of Warren that the goods were delivered to the drop box including a written acknowledgement from the person designated by Warren to deliver the goods that the goods were delivered. Shipping and delivery dates are estimates only and cannot be guaranteed. Warren is not liable for any delays in shipments
 7. Force Majeure. Seller may suspend performance under these Terms of Sale during the occurrence of a delay arising from causes or events beyond Seller’s reasonable control, including acts of God, fire, war, strike, loss or shortage of transportation, lockout or commandeering of raw materials or products or plants or facilities by a governmental authority.
 8. Governing Law, Jurisdiction and Venue. These Terms of Sale are governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within that state. These Terms of Sale are performed and the payment for any Products shall be payable at Warren’s offices in Midland County, Texas. Without excluding any other jurisdiction, customer agrees that the state and federal courts of Texas located in Midland County, Texas have jurisdiction over any proceedings in connection with these Terms of Sale and submits with respect to

itself and its property to the jurisdiction of any like court for the purpose of any suit, action, proceeding, or judgment relating to or arising out of these Terms of Sale.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE TERMS OF SALE TO THE CONTRARY, NEITHER PARTY (NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EITHER PARTY) IS LIABLE HEREUNDER TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER THE ACTION IN WHICH RECOVERY OF THE DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE), GROSS NEGLIGENCE, INTENTIONAL OR WRONGFUL ACTS OR STRICT LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ANY STATUTORY REMEDIES INCONSISTENT WITH THESE TERMS ARE WAIVED BY THE PARTIES.
10. INDEMNITY. CUSTOMER SHALL PROTECT, DEFEND , INDEMNIFY AND HOLD HARMLESS WARREN AND ITS AGENTS, AFFILIATES, EMPLOYEES AND ASSIGNS (“WARREN GROUP”) AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEY’S FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF CUSTOMER, ON ACCOUNT OF PERSONAL INJURY OR DAMAGE TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE PRODUCTS WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES WHOLLY FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE WARREN GROUP AND WHETHER CAUSED OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE GOODS, WHETHER LATENT OR PATENT, OR FROM ANY OTHER CAUSE WHATSOEVER.
11. Compliance with Laws. You understand and agree that any Products you buy on this Site, including all of the software, parts and components contained therein, along with any related manuals, materials, information or data, including but not limited to any parts, support or services are subject to laws, rules, regulations, directives, ordinances, orders, or statutes of the United States and may be subject to the laws of other, applicable countries (“Applicable Laws”). You agree to comply with all Applicable Laws. If exported, these commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
12. Waiver of Consumer Rights. CUSTOMER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF CUSTOMER’S OWN SELECTION, CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER.