

## **INTELLA TERMS AND CONDITIONS**

The information and materials contained on our website and published quotations are accurate to the best of our knowledge; however, the information and materials may include technical inaccuracies, typographical errors, or inconsistencies. Moreover, all prices and information contained in this site are subject to change without notice. Intella Parts Company LLC "Intella" disclaims all liability for damages that may be caused by use of this site and disclaims all warranties, express or implied.

### **Terms, Policies & Prices**

**Pictures:** All pictures on our website are for reference only. Pictures of products are not to be reproduced or copied without written permission from Intella prior to their use. The photographs are for reference only, and while they are indicative of the type of part being purchased, the actual part may not be the exact part shown in the photograph.

**Acceptance:** All orders are subject to approval and acceptance by Intella. The following terms and conditions apply to all orders, and are subject to change without prior notice. Intella reserves the right to cancel accepted orders if circumstances beyond its control (including but not limited to fires, floods, strikes, labor disputes, accidents, sabotage, terrorism, war, riots, delays in transportation or lack of transportation facilities, restrictions imposed by law, material shortages and other similar matters), cause INTELLA to be unable to timely deliver products pursuant to such order.

**Customer pickup/will call:** If you select this shipping method, instructions will be emailed to you once the shipment is available for pickup. Orders not picked up within 3 business days of receipt of the notice will be returned with a 25% restocking fee deducted from the credit refund.

**Prices:** Prices are subject to change without prior notice. Unless otherwise stated, all prices are in Canadian dollars on the website.

**Payment Terms:** Net 30 days, with approved credit. Payments with credit or debit cards will be available only at the time of purchase. Payment of open balances with credit or debit cards is not allowed.

**Past Due Accounts:** All amounts not paid when due are subject to a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. All invoices not paid when due are subject to collection and legal charges.

**Limitation of Liability:** INTELLA SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF INTELLA OR OUR AGENT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. Among other things, this means INTELLA is not responsible for any costs incurred as a result of lost profits or revenues. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**Tax:** Purchaser is responsible for all manufacturer's tax, sales tax, use tax, excise tax, or other tax duty or similar fee imposed by any governmental authority in connection with the sale or use of the products sold. Purchaser agrees to reimburse INTELLA for all such taxes, duties or fees it incurs as a result of the products sold to purchaser.

**Waiver:** No failure by INTELLA to insist on strict compliance with, or performance of, any term or condition hereof shall constitute a waiver of such term or condition, and INTELLA reserves the right to enforce the same.

**Applicable Law/Exclusive Jurisdiction:** These terms and conditions, and the sale of goods hereunder, shall be governed by and interpreted under the laws of the State of Michigan. Ottawa County court shall

have sole and exclusive jurisdiction to hear disputes regarding these terms and conditions, and/or the sale of goods hereunder, unless INTELLA (in its sole discretion) selects or expressly agrees to another forum. Purchaser hereby expressly consents to jurisdiction in Ottawa County Michigan.

## WARRANTY

- a. Intella Parts Company LLC warrants products sold by it to be free of manufacturing defects in material, or workmanship for a period of six (6) months from date of installation.
- b. Our obligation under this warranty is limited to replacing or repairing any part which under normal conditions of use and service proves to be faulty because of any defect in material or workmanship.
- c. Intella Parts Company LLC shall not be responsible for circumstances beyond its control, and this warranty shall not apply to products which, in the sole judgement of Intella Parts Company LLC have been subject to contamination, tampering, negligent handling, misapplication, or other misuse.
- d. Intella Parts Company LLC is not responsible for cost of labor incurred in diagnosis of defects, removal, or reinstallation of the parts, nor does it cover any other travel time, service call charges or other miscellaneous expenses.
- e. The parts sold by INTELLA are only designed for use on forklifts and aerial lifts. This warranty does not extend to any parts used on any equipment or vehicles other than the forklifts or aerial lifts for which the part was designed, and even then only if the parts are used on the forklifts or aerial lift brand referenced for the particular part, and only if used in accordance with the part manufacturer's specific installation instructions.

To obtain performance of any warranty obligation, the following conditions must be met; ...Products may be returned only with proper documentation & explanation of the defect as laid out in the "Parts Return" policy. (Submit appropriate documents showing proof of installation & removal dates with hour meter readings documented.)

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT, OR ANY OTHER WARRANTIES. IN NO EVENT SHALL INTELLA PARTS BE LIABLE WHETHER IN CONTRACT, WARRANTY, OR TORT FOR INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Intella Parts Company LLC shall not be liable for any default, claimed breach or warranty, failure to deliver or otherwise, except as herein stated.

## RETURN POLICY

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We want to make sure you order and receive the right part to fix your forklift. Please **review the return policy before and click the box on the prior screen before ordering**. If you have any questions at all, please call us 437-253-7400; we can help ensure you order the correct electronic part for your forklift.

**To start a return** we will need your email, order number, part number and reason for return. Please [email](#) us with this information to begin the return process.

If you click on the box you recognize:

- All electrical parts/components are subject to internal damage that may be apparent or tested for. Such damage can be the result of improper handling/installation or subjecting the part to adverse environmental conditions (heat, static electricity). For this reason, all electrical parts/components are NON RETURNABLE.
- On items that are eligible for return, return authorization is mandatory before returning product to our warehouse.
- Returns must be made within (7) days of you receiving an order and by prior approval. Parts must be returned within 7 days of receiving authorization to return a part.
- If your order is damaged in the process of being delivered by any carrier (Purolator, UPS, Canada Post, FedEx or Trucking Co, etc), they are responsible. Examine all goods upon receipt for possible shipping damage and report any such damage to the carrier immediately. Keep all the packaging from the damaged shipment as the carrier may need to examine it in the claims process.
- Restocking fee is 25%.
- Package items to protect the original factory packaging so that they arrive here in perfect condition to be put back in inventory as new merchandise.
- Refunds for shipping charges will only be if we shipped the wrong merchandise.
- Special order items that we do not stock are not returnable.
- Paint is non returnable.
- Gasket sets are also non returnable once they have been opened.
- All electrical parts/components are subject to internal damage that may be apparent or tested for. Such damage can be the result of improper handling/installation or subjecting the part to adverse environmental conditions (heat, static electricity). For this reason, all electrical parts/components are NON RETURNABLE.
- Once any item has been installed or used it is not returnable for a refund, and can only be exchanged under our warranty policy.