

## **CANADIAN PRICING – TERMS AND CONDITIONS OF SALE**

### **Company Profile**

Kingdom Auto Parts group of companies was established in 1980 to satisfy consumer demand for quality aftermarket replacement parts. Since that time Kingdom Auto Parts commitment to quality and customer service continues to fuel its growth and expansion. A state-of-the-art warehouse combined with aggressive supply chain management techniques allows us to continue in our drive to provide quality parts and service to our customers.

### **Our Mission**

Kingdom Auto Parts mission is to provide quality products and superior service to our customers. Our expertise in supply chain management and a commitment to continuous improvement sets us apart from our competitors. Each and every employee of our company shares in our vision and commitment to your satisfaction.

### **About this Price List**

The data contained in this price list is believed to be accurate at the time of publication. No representation or warranty is made or implied with respect to the accuracy of the data. Kingdom Auto Parts does not accept any responsibility for damages resulting from errors, changes or omissions in the data herein.

### **Branding Policies & Procedures**

Kingdom Auto Parts has successfully introduced products into the North American market under several brand designators, including "PRIME CHOICE" and "StrutTEK." Kingdom Auto Parts supports its brands with advertising, promotion and other forms of marketing, to develop their recognition and customer acceptance. Further to the objective of developing brand recognition and acceptance, please make it your policy in the field to practice the following style rules:

- Always identify the Kingdom Auto Parts products principally by the brand designators assigned by Kingdom Auto Parts. For example, the "PRIME CHOICE StrutTEK" should not be referred to informally or mistakenly as a "Monroe Quick-Strut" or "Quick-Strut."
- Relatedly, each application for a Kingdom Auto Parts product should be denoted *principally* by the part number assigned by Kingdom Auto Parts for that product.
- However, it is acceptable to cross-reference the Kingdom Auto Parts product, by brand and/or part number, to an OEM or competitive aftermarket designator, to fairly inform of its intended application. For example, it is allowable to state: "PRIME CHOICE StrutTEK" Part No. CST100012 replaces Monroe Part No. 171681.
- Part numbers supplied to us or used by us shall identify a part size and/or application only and shall not be considered to represent any particular brand, supplier or distributor.

### **Our Pricing Policy**

- Kingdom Auto Parts reserves the right to change product pricing at any time without prior customer notification. It is our intention to communicate any price changes to our customers as soon as possible. All prices listed include freight based on Kingdom Auto Parts' order levels. Additional freight charges may or may not be applicable dependant upon shipping destination. All prices are NET; no further discounts apply.

- Kingdom Auto Parts minimum order value is \$1,500.00 CDN and customers may buy any combination of parts to meet our order levels. Kingdom Auto Parts discount pricing is applicable for orders that meet or exceed \$1,500.00, \$3,000.00, \$6,000.00, \$12,000.00, \$18,000.00 or \$50,000.00 in total value. Reference the product price sheets to see the corresponding discount column for each total dollar level. Figure 1 illustrates the applicable discount levels.

**Figure 1 Discount Levels**

Order Value	Discount Levels	
\$ 1,500	Level 1	<p><b>MINIMUM ORDER VALUES MUST BE MET TO QUALIFY FOR DISCOUNT PRICING. THEREFORE ALL ORDERS WILL BE PRICED ACCORDINGLY. THIS PRICE LIST SUPERSEDES ALL PRIOR PRICING ARRANGEMENTS AND TERMS.</b></p> <p><b>PLEASE NOTE:</b> Customers may buy any combination of parts to meet our order values</p>
\$ 3,000	Level 2	
\$ 6,000	Level 3	
\$12,000	Level 4	
\$18,000	Level 5	
\$50,000	Level 6	

### Fill Rates

Fill rates are based on active part numbers listed in Kingdom Auto Parts price list.

### Kingdom Auto Parts Warranty

#### Terms of Warranty

- No warranty: Complete Strut & Bare Struts
- No warranty: Brake Drums & Rotors
- No warranty: Ceramic & Semi-Metallic Brake Pads
- No warranty: Brake Shoes
- No warranty: Fuel Pump Modules
- No warranty: Lighting & Fog Lights
- No warranty: Mirrors
- No warranty: O2 Sensors
- No warranty: Radiators
- No warranty: Alternators & Starters
- No warranty: Wheel Bearings
- No warranty: Wheel Hub Bearings
- No warranty: Timing Belts
- No warranty: Serpentine Belts
- No warranty: Tensioners
- No warranty: Window Regulators
- No warranty: Bumpers
- No warranty: Grilles
- No warranty: Wiper Blades

### Warranty Exclusions

Kingdom Auto Parts will not process warranty claims for the following:

- Damage caused by improper installation (stripped threads or fittings, damaged mounts etc).
- A product that cannot be identified as Kingdom Auto Parts (removal or alteration of label or markings).
- Labor and/or materials.
- Incidental or consequential damages.

### Limitation of Liability

Kingdom Auto Parts will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind whether or not based upon warranty, express or implied (except for the obligations accepted by Seller above), contract, negligence, or

strict liability arising in connection with the design, manufacture, sale, use or repair of the products or of the engineering designs supplied to Buyer.

### **Returns, Damage and Shortage Claims**

- All **damage and shortage** claims must be initiated within 48 hours (2 business days) of shipment receipt. Kingdom Auto Parts is not responsible for damage resulting from transportation beyond your receiving docks or damage caused by courier services (UPS, Purolator, FedEx, etc.).  
**CLAIMS INITIATED BEYOND 48 HOURS WILL NOT BE ACCEPTED.**
- Kingdom Auto Parts will accept new product returns resulting from errors in handling and order entry only when reported within **48** hours (2 business days) of customer receipt.
- All authorized product returns will incur a **25%** restocking charge. The customer will be responsible for all shipping and handling costs unless otherwise stated in writing by Kingdom Auto Parts (**We DO NOT have an Annual return program**). Product returns will not be accepted after **6** months from date of purchase. Product returns on discontinued (inactive) items will not be accepted under any circumstances.

### **Returns, Damage and Shortage Claims Procedures**

- Verify the part(s) are Kingdom Auto Parts Product(s).
- Contact our Returns and Shortages department at 1-888-358-4737.
- Complete a Product Claims Form, fax it to 1-877-729-3345 OR 1-613-836-6874 or send via email to orders@kingdomautoparts.com.
- Kingdom Auto Parts will issue your company an RGA# for reference, please record this for future reference.
- Kingdom Auto Parts will contact you with the details you need to complete the transaction (shipping information, restocking fees)
- Unauthorized (without RGA# reference) returned goods will not be accepted. Kingdom Auto Parts will not be responsible for any items received without an accompanying RGA reference number.

### **Over Due Accounts**

Any amount in arrears shall be paid upon demand together with a charge computed at 1% per month on the outstanding monthly balance being the equivalent of an ANNUAL PERCENTAGE RATE of 18%. Customer agrees to pay all costs of collection, including reasonable attorney's fees, which are incurred by the vendor or assigns for collection of any monies due under this agreement or for any goods or services received by the customer from the vendor which are not fully paid.

The Customer hereby grants a security interest to Kingdom Auto Parts Ltd., in all goods that it has sold or may sell and the proceeds thereof, as collateral security for the payment of all the customer's obligations to Kingdom Auto Parts Ltd., presently existing or hereafter arising.