

## **RETURN POLICY / TERMS & CONDITIONS**

- A Return Merchandise Authorization (RMA) is required for any item to be returned to PAC.
  Please contact PAC at <u>orders@pacauto.com</u> to request an RMA number in order to initiate a return. Please provide the invoice or delivery number, part number and reason for return. An RMA issued will only be valid for 15 calendar days. All returns not received within 15 calendar days of the RMA issue date will be cancelled and no longer be returnable.
- 2. Returns are not accepted without an issued RMA. Any returns without an issued RMA will be refused and credit will not be reimbursed. If an RMA is dispatched for return pick-up and parts are not available upon pick-up, the part(s) will be required to be returned at will call for the return request to be processed. Additional return pick-up requests will not be authorized.
- 3. Items claimed for fitment issues require photo documentation and Vehicle Identification Number (VIN#) e-mailed to PAC's customer service staff. Warranty claims are voided if warranty labels have been removed or tampered with. The use of items for commercial or fleet use is not covered by the PAC's warranty program. Please refer to PAC's warranty policy for additional information.
- 4. Returned part(s) are subject to a 20% restocking fee. No returns are acceptable after 15 calendar days from date of invoice. Return requests must be made within 2 weeks from invoice date with original copy of receipt. Returned parts are issued store credit. A 3% handling charge will be applied for refund check requests or refund to credit card if refund is approved.
- 5. Special ordered items are not returnable. Special ordered items are noted on the customer invoice and delivery confirmation.
- 6. Items damaged due to misuse, mishandling or improper installation are not returnable. Items must be returned in original packaging and original condition. Items in damaged, non-sellable or altered conditions are not returnable and are deemed by PAC as invalid returns.
- 7. Returned items deemed by PAC to be invalid returns must be retrieved within 7 days with 1-day prior notice or be issued their own call tag. Freight will be at customer's expense. Item will be disposed after 7 days if no response is received within 7 days after notice.
- 8. Items claimed as defective will be reviewed by PAC's RMA Department and will be processed within 10 business days after the item is received by PAC's corporate office. Providing media such as video, images, or documents relevant to the claim may help expedite the claim process. Video of electric issues of PAC's electronic products is recommended to expedite electric issue claims. If a returned item originally claimed to be defective is found to be a non-defect, further evidence of defect must be provided to process claim. Credits for false claims will be denied or subject to handling fees.
- Parts that are discounted upon delivery due to defect or damage are non-returnable and non-refundable.
- 10. Signing delivery confirmation affirms items are in good condition when received from PAC. After delivery confirmation is signed, PAC is released from responsibility for any damaged/missing items which are not returnable. Items which have been sanded, painted, altered, or returned without original packaging and labels are not returnable. If damage is found after a part has been delivered, the damage must be reported within 48 hours to our Returns Team or Orders Team (orders@pacauto.com) with photo documentation of the damage emailed to us. Photos will be reviewed to see if an RMA can be authorized. Any damage reported beyond 48 hours of part receipt will be denied. Failure to follow these guidelines will result in denial of RMA.
- 11. In no event will PAC be responsible for direct, indirect, incidental, consequential, punitive or special loss or damage of any kind, including but not limited to labor, paint, property damage, and personal injury as result of the use of its part(s). PAC's entire liability is limited to the purchase price of the claimed part(s).



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- 12. A \$25 fee will be charged for each bad check. A 1.5% monthly charge will be made on past due balance(s).
- 13. Pacific Auto Company reserves the right to charge an additional handling/redelivery charge of \$10.00 if the customer is not present upon driver delivery and requests for a redelivery.
- 14. A minimum 20% restocking fee will be applicable to customers with high return rates. (For all customers, a Return-to-Stock rate is calculated on a rolling 12-month basis. For any customer whose Return to Total Ordered ratio exceeds 15% (by quantity), PAC will apply a restocking fee to new returns, and until the ratio [gets below] 15%. All other allowable return period policies persist. PAC still reserves the right to apply restocking fees whenever applicable.)
- 15. Free delivery on all orders over \$50.00 before sales tax within PAC delivery area. Orders below \$50.00 incur an \$8.00 delivery fee. If multiple orders in a single delivery run total over \$50.00, the delivery fee is waived. For locations 40-60 miles from a PAC branch, free delivery requires a minimum order of \$100 before tax; orders below this incur a \$10 delivery fee. Beyond 60 miles, a minimum order of \$200 is required, with a \$15 delivery fee for orders below this amount. Deliveries are made to non-residential business addresses only, and delivery charges are non-returnable and non-refundable. PAC reserves the right to charge a \$10 handling/redelivery fee if the customer is absent at delivery and requests redelivery.
- 16. All shipments are subject to a national financing statement (UCC1) to be filed with the secretary of the State of California to perfect a security interest in named collateral and to establish priority in case of debtor default or bankruptcy.
- 17. The VIN# provided to PAC is solely used to verify the year, make, and model information of the vehicle. As an aftermarket parts distributor, PAC is not able to guarantee complete knowledge of the vehicle's standard equipment. It is the customer's responsibility to ensure the accuracy and correctness of the parts they are ordering. PAC recommends that customers verify the accuracy and correctness of all parts before accepting and signing off on a delivery note or sales order. By using PAC's services, customer agrees to hold PAC harmless for any damages or losses resulting from the use of PAC's products.