



## **Cali Filtrations TERMS AND CONDITIONS OF MAINTENANCE AND REPAIR SERVICES**

### **1. Parties to this Agreement; Definitions.**

As used in this Agreement, the terms: (a) "Cali Filtrations" shall mean the Cali Filtrations repair facility identified in the Service Authorization, estimate, work order, online request or other ordering document; (b) "Customer" shall mean the Customer identified in the Service Authorization, estimate, work order, online request or other ordering document; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Parts used in the Services; (d) "Part(s)" shall mean the new and/or used parts, components, accessories or materials used in the Services; and (e) "Services" means the repair and/or maintenance services performed by Cali Filtrations for Customer, together with the Parts.

### **2. WARRANTY DISCLAIMERS AND LIMITATIONS**

**LIMITED WARRANTY ON SERVICES:** Cali Filtrations warrants that the Services will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of 90 days from the date the Services are performed. Customer's sole and exclusive remedy, and Cali Filtrations' entire liability under the Services Warranty, is the repair of any nonconforming portion of the Services. The Services Warranty is valid only if the vehicle is returned, at Customer's expense, to one of Cali Filtrations' repair facilities. Any claim for repairs to be performed by other than a Cali Filtrations facility must be approved in writing by Cali Filtrations prior to commencement of any work. The Services Warranty extends only to the Customer for whom the Services were provided and not any subsequent purchaser. CALI FILTRATIONS PROVIDES NO OTHER WARRANTIES CONCERNING ITS SERVICES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

**PARTS – MANUFACTURER WARRANTIES ONLY:** Any warranties on any Parts are limited only to those written warranties provided by the applicable Part's manufacturer. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PARTS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**NO OTHER WARRANTIES:** EXCEPT AS SET FORTH ABOVE, CALI FILTRATIONS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. Cali Filtrations neither assumes nor authorizes any other person to assume for it any liability in connection with the services or any parts provided to customer in conjunction with the services.

### **3. Rates; Authorization; Additional Repairs.**

Cali Filtrations' charges for labor are not based on actual mechanic's time but are established by multiplying Cali Filtrations' labor rate by industry time allowances or Cali Filtrations' own judgment of the time to be charged. If an estimate is provided, Customer will not be charged more than the estimated price approved by Customer. However, if Cali Filtrations discovers that different or additional repairs are indicated, Customer will be contacted for authorization to make such additional repairs. Authorization

may be given by Customer orally or in written form, including email. In the event that Customer authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the actual amount of mechanic's time and/or parts involved in the inspection, repair, or service performed. Cali Filtrations will submit warranty claims on behalf of Customer for manufacturers for whom it is authorized to perform warranty service; however, Customer understands and agrees that it is responsible for full payment for any Services provided that are not covered by warranty. Cali Filtrations is not responsible for any loss, damage, or other liability caused by, arising from, or related to repair or maintenance work recommended by Cali Filtrations that is declined by Customer. Customer agrees that Cali Filtrations employees may operate Customer's vehicle for purposes of facilitating the repairs, including but not limited to diagnosing, road testing, and sublet services.

#### **4. OEM Parts.**

Customer acknowledges that estimates for non-warranty repairs may include parts not made by the original manufacturer. Parts used in the non-warranty repair of Customer's vehicle by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit, quality, and performance to the original manufacturer parts they are replacing.

#### **5. Sublet Repairs.**

Customer acknowledges that portions of the repairs may be provided by a subcontractor hired by Cali Filtrations and Customer hereby authorizes all sublet repairs that Cali Filtrations, in its sole discretion, may deem necessary.

#### **6. Damage; Theft.**

Cali Filtrations is not responsible for loss of or damage to the vehicle due to or arising from fire, weather, theft, or any other cause except the sole negligence of Cali Filtrations. Cali Filtrations is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to bodies, trailers, or special equipment, including any cargo, materials, or supplies carried on or in such bodies, trailers, or special equipment, whatever the cause.

#### **7. Payment; Storage Fees.**

All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice to Customer that the repairs have been completed. If the vehicle described herein is not picked up within three (3) days after such notice is given, Cali Filtrations may charge daily storage fees at rates that are ordinary and customary for the area, but not to exceed \$125.00 per day or the maximum rate allowable by applicable law.

#### **Minimum Charge**

- **Diagnostic Fee:** A minimum diagnostic fee will be charged for all vehicles brought in for inspection or diagnosis:
  - 1-hour minimum for all non-engine complaints.
  - 2-hour minimum for all engine and transmission complaints.
  - 2-hour minimum for all electrical components.

- **Roadside Repairs:** Customers agree to pay a minimum of 3 hours for roadside repair services. Customer agrees to pay half of the job when the technician arrives and half of the job once the technician is done with the installation or repair.
- **Shop Repairs over \$1,000.00:** For shop repairs exceeding \$1,000.00, Customer agrees to pay half of the job upfront.

### **Forms of Payment**

- **Cash:** Invoices paid via Cash; customer must provide exact amount detailed in invoice. Delivery drivers do not carry change.
- **Check:** Invoices paid via Check; customer must have check completed and ready for driver upon delivery. Personal checks will not be accepted. Name on Check: Cali Filtrations Inc
- **Credit Card:** For invoices paid via Credit Card, please note that a 3.5% Merchant Processing Fee will be applied. To proceed with credit card payments, a Credit Card Authorization Form must be filled out, wet-signed, and accompanied by a valid ID card of the cardholder.

### **8. Mechanic's Lien; Lien Sale; Collection.**

In addition to any and all other legal remedies available to Cali Filtrations, Customer authorizes and acknowledges an express mechanic's lien in favor of Cali Filtrations on the vehicle described herein for all charges for repairs, including labor and parts, storage, and/or towing. Customer authorizes and acknowledges that if payment in full is not received within ten (10) days after Cali Filtrations has notified the Customer that the repairs are completed: (i) Cali Filtrations may, in accordance with applicable state law, begin lien sale proceedings and sell the vehicle at public auction; and/or (ii) Cali Filtrations may refer such account to its attorneys or a collection agency for collection.

### **9. Governing Law; Venue; Time to Commence Action.**

Except to the extent that the laws of the United States may apply or otherwise control this Agreement, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the state in which Cali Filtrations is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Agreement, is the county and state in which Cali Filtrations is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Services to commence an Action against Cali Filtrations.

### **10. LIMITATION OF DAMAGES.**

CUSTOMER AGREES THAT IN THE EVENT OF ANY ACTION BROUGHT BY CUSTOMER AGAINST CALI FILTRATIONS, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DEFINED IN THE UNIFORM COMMERCIAL CODE, INCLUDING, BUT NOT LIMITED TO INDIRECT OR SPECIAL DAMAGES, LOSS OF INCOME OR ANTICIPATED PROFITS, OR DOWN-TIME, OR ANY PUNITIVE DAMAGES.

**11. Fees and Expenses of Actions.**

In any Action, whether initiated by Cali Filtrations or Customer, where the Customer has a right, pursuant to statute, common law, or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Cali Filtrations shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action if Cali Filtrations prevails.

**12. Waiver; Severability; Entire Agreement.**

No waiver of any term of this Agreement shall be valid unless it is in writing and signed by Cali Filtrations' authorized representative. If any provision or part of any provision of this Agreement shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Agreement shall continue to be binding and enforceable. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

**13. Communication Consent; Use of Customer Data.**

Cali Filtrations may use information Customer provides Cali Filtrations, including but not limited to email addresses, cell phone numbers, and landline numbers ("Customer Data") to contact Customer for purposes related to this account, including debt collection, and for marketing and sales purposes. Customer also authorizes Cali Filtrations and its affiliates to use and disclose Customer Data to third parties for any purpose in an anonymous or aggregated form that does not identify Customer. In addition, Customer Data and vehicle maintenance service and repair information arising from or created as a result of maintenance and repair services provided by Cali Filtrations to Customer, including vehicle owner information, vehicle identification numbers, and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Cali Filtrations and such Maintenance Third Parties to support and enhance vehicle repair services provided to Cali Filtrations and the Maintenance

**Acceptance**

By signing below, the Customer acknowledges and agrees to the terms and conditions outlined in this agreement.

**Customer Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_