## Warranty Disclaimer\*

Due to the nature of performance applications, the parts in this catalog are sold without any express warranty or any implied warranty of merchantability or fitness for a particular purpose. Cometic Gasket Inc., shall not, under any circumstances, be liable for any special, incidental or consequential damages, including, person, party or property, but not limited to, damage, or loss of property or equipment, loss of profits or revenue, cost of purchased or replacement goods, or claims of customers of the purchase, which may arise and/or result from sale, instillation or use of these parts. Installation of these parts could adversely affect the motor manufacturers warranty coverage.

VENUE-The agreed upon venue, in the event of dispute whatsoever between the parties, whether instituted by either party, including, but not limited to, contract terms, payment terms, delivery, type, defects, sufficiency of product, shall be the Court of Common Pleas, Lake County, Ohio or the Painesville Municipal Court, Lake County, Ohio, depending on the amount in controversy.

This agreement shall be governed by and construed under the laws of the State of Ohio.

All prices and terms are subject to change without notice.

statement will be sent. If an account becomes 60 or more days past due, it is subject to being placed on credit hold. No orders will be shipped or new orders accepted until past due balance is paid. If an account becomes 90 or more days past due, it is subject to being placed for collections. All costs of collection are the responsibility of the customer, including attorney fees, court costs, and other expenses of litigation.

Returns- Authorized (RGA) must be obtained in advance on all returns. A packing slip or invoice number must accompany the merchandise. No returns after

Terms COD- Secured with a completed dealer/jobber application on File, COD-Company check with a current credit card number on file. Open accounts may be established by well rated firms. A credit application is available upon request. Open accounts are due payable Net 30 days from date of invoice. No

30 days from invoice date. All returns are subject to a 25% restocking charge. All custom designed and custom manufactured gaskets are non-returnable.

## Only catalog parts are returnable.

Review your invoice and notify us immediately of any incorrect or inaccurate information. Shortages must be reported within 10 days.