

## Aftermarket Construction Parts - Terms and Conditions

Effective Date: June 15<sup>th</sup>, 2026

### Introduction

Welcome to AftermarketConstructionParts.com ('ACP,' 'we,' 'our,' or 'us'). These Terms and Conditions govern your access to and use of the Website and any purchases made through the Website. By accessing, browsing, creating an account, or placing an order through the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

### 1. Eligibility

You must be at least eighteen (18) years old and capable of entering into legally binding agreements to use this Website and purchase products through it.

### 2. Product Information

ACP sells aftermarket replacement parts for heavy equipment. We strive to ensure all product descriptions, specifications, compatibility information, images, pricing, and availability information are accurate. However, errors may occur. ACP reserves the right to correct errors, inaccuracies, or omissions and to update information at any time without prior notice. Product images are provided for illustrative purposes only and may not represent the exact item received.

### 3. Equipment Compatibility

Customers are solely responsible for verifying product compatibility before placing an order. Part numbers, model references, OEM references, machine applications, and cross-reference information are provided as a convenience only and are not guarantees of fitment. If you are uncertain whether a product is correct for your equipment, contact ACP before placing your order. ACP shall not be responsible for costs, damages, downtime, labor expenses, installation charges, rental equipment expenses, towing costs, project delays, or other losses resulting from the purchase, installation, or use of an incorrect product.

### 4. Customer Accounts

Certain features of the Website may require account registration. You agree to provide accurate, current, and complete information and to update such information as necessary. You are responsible for maintaining the confidentiality of your account credentials and for restricting access to your account. You accept responsibility for all activities that occur under your account. If you believe your account security has been compromised, you must notify ACP immediately.

### 5. Order Acceptance

All orders are subject to acceptance and product availability. ACP reserves the right to refuse or cancel any order, limit quantities purchased, correct pricing errors, correct inventory discrepancies, and cancel orders resulting from typographical, technical, inventory, or pricing mistakes. Submission of an order does not guarantee acceptance. If payment has already been processed for a canceled order, ACP will issue a refund for the amount paid.

### 6. Product Availability

ACP strives to maintain accurate inventory information. However, inventory levels may change without notice. Placement of an order does not guarantee product availability. If a product becomes unavailable after an order has been placed, ACP may cancel the order and issue a refund or contact the customer regarding available alternatives.

## 7. Pricing

All prices are listed in U.S. Dollars. Prices and availability are subject to change without notice. ACP reserves the right to correct pricing errors. If a pricing error affects an order, ACP may cancel the order and issue a refund or contact the customer before processing the order.

## 8. Payment

Payment must be received before products are shipped unless alternative payment terms have been approved in writing. ACP accepts major credit cards and other payment methods offered through the Website. By submitting payment information, you represent and warrant that you are authorized to use the selected payment method.

## 9. Sales Tax

Applicable sales tax will be collected where required by law. Customers claiming tax-exempt status must provide appropriate documentation prior to order processing.

## 10. Shipping

Shipping dates are estimates only and are not guaranteed. ACP is not responsible for delays caused by carriers, weather conditions, customs processing, supply chain disruptions, labor shortages, or circumstances beyond our reasonable control. Risk of loss and title to products transfer to the customer upon delivery of products to the shipping carrier. Customers should inspect shipments immediately upon receipt and report visible shipping damage directly to the carrier.

## 11. Returns and Refunds

Returns are accepted within thirty (30) days of delivery. Items must be unused, returned in their original packaging, and accompanied by proof of purchase. Customers must contact [sales@aftermarketconstructionparts.com](mailto:sales@aftermarketconstructionparts.com) before returning any item. Refunds will be issued to the original payment method after the returned item has been received and inspected. Please allow up to seven (7) business days for refund processing. Customers are responsible for return shipping costs unless the return is the result of ACP's error, including shipment of an incorrect item or a verified defective product. If a customer requires a different product, ACP recommends returning the original item and placing a new order. ACP reserves the right to deny returns that do not meet these requirements.

## 12. Warranty

ACP warrants that products sold through the Website will be free from defects in material and workmanship during the applicable warranty period provided by ACP or the product manufacturer. Warranty coverage does not apply to improper installation, improper maintenance, abuse or misuse, unauthorized modifications, improper operating conditions, failure to follow manufacturer recommendations, or normal wear and tear. ACP's sole obligation under any warranty claim shall be

repair, replacement, store credit, or refund at ACP's sole discretion. Except as expressly stated herein, ACP disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

#### 13. Equipment Operation and Downtime Disclaimer

Heavy equipment repairs, maintenance, and operation involve inherent risks. ACP shall not be responsible for equipment downtime, project delays, lost productivity, lost profits, labor expenses, service calls, towing charges, rental equipment costs, transportation expenses, or any other direct or indirect costs arising from the installation, use, misuse, failure, or inability to use any product purchased from ACP. Customers are solely responsible for ensuring proper installation, operation, and maintenance of all products.

#### 14. Website Disclaimer

THE WEBSITE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. ACP MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS, OR TIMELINESS OF WEBSITE CONTENT. ACP DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR OR THAT THE WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

#### 15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE, EQUIPMENT DOWNTIME, PROJECT DELAYS, RENTAL EQUIPMENT COSTS, LABOR COSTS, OR TRANSPORTATION COSTS. ACP'S TOTAL LIABILITY ARISING FROM ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM.

#### 16. Website Use

You agree not to use the Website for unlawful purposes, attempt unauthorized access, access restricted information, interfere with Website functionality or security, introduce malware or harmful code, use automated scraping tools, bots, or data mining methods, or copy, reproduce, distribute, modify, or exploit Website content without written permission. Any unauthorized use may result in termination of access and legal action.

#### 17. Intellectual Property

All Website content, including text, graphics, images, product information, software, logos, trademarks, designs, and other materials, is owned by ACP or its licensors and is protected by applicable intellectual property laws. No content may be copied, reproduced, distributed, modified, republished, or used without prior written permission.

#### 18. Third-Party Trademarks

References to Caterpillar®, CAT®, Komatsu®, John Deere®, Volvo®, Hitachi®, Case®, or other manufacturers are used solely for identification and compatibility purposes. ACP is not affiliated with, sponsored by, endorsed by, or authorized by any original equipment manufacturer unless expressly

stated. All trademarks, product names, and brand names remain the property of their respective owners.

#### 19. Cookies and Tracking Technologies

The Website may use cookies, analytics tools, pixels, session tracking technologies, and similar technologies to improve user experience, analyze Website traffic, personalize content, and support advertising and marketing efforts. By using the Website, you consent to the use of these technologies as described in ACP's Privacy Policy.

#### 20. Electronic Communications

By creating an account, placing an order, submitting a form, or otherwise interacting with ACP through the Website, you consent to receive electronic communications from ACP, including order confirmations, invoices, shipping notifications, customer service communications, and other transactional messages. Marketing communications may be provided in accordance with applicable law and customer preferences.

#### 21. Website Availability

ACP does not guarantee uninterrupted access to the Website. ACP reserves the right to modify, suspend, discontinue, or restrict access to any portion of the Website at any time without notice. ACP shall not be liable for any interruption, downtime, or unavailability of the Website.

#### 22. Termination of Access

ACP reserves the right, in its sole discretion and without notice, to suspend or terminate access to the Website for any user who violates these Terms and Conditions or engages in conduct that ACP believes may harm the Website, its customers, or its business operations.

#### 23. Force Majeure

ACP shall not be liable for delays or failures resulting from events beyond its reasonable control, including natural disasters, weather events, fire, labor disputes, transportation interruptions, government actions, supply shortages, utility failures, acts of terrorism, pandemics, or public health emergencies.

#### 24. Governing Law, Dispute Resolution, and Class Action Waiver

These Terms and Conditions, the use of the Website, and any purchases made through the Website shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to these Terms and Conditions, the Website, any product purchased from ACP, or the relationship between the parties shall be resolved exclusively through final and binding arbitration rather than in court, except that ACP may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property rights, confidential information, or other proprietary interests.

The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its applicable commercial arbitration rules then in effect. The arbitration shall take place in Miami-

Dade County, Florida, and the arbitrator's decision shall be final and binding on all parties. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND ACP AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, CONSOLIDATED ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR REPRESENTATIVE PROCEEDING.

Unless both parties agree otherwise in writing, the arbitrator may not consolidate the claims of multiple parties and may not preside over any form of representative or class proceeding.

If any portion of this class-action waiver is found to be unenforceable, then the class-action waiver shall be severed and the remaining provisions of this Section shall remain in full force and effect.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

#### 25. Entire Agreement

These Terms and Conditions, together with ACP's Privacy Policy, Return Policy, Shipping Policy, and any other policies posted on the Website, constitute the entire agreement between ACP and the customer regarding use of the Website and the purchase of products.

#### 26. Severability

If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

#### 27. Changes to These Terms

ACP reserves the right to modify or update these Terms and Conditions at any time.

For material changes that significantly affect customer rights or obligations, ACP will make reasonable efforts to provide notice through the Website, including but not limited to a website banner, announcement, checkout notice, account notification, email communication, or other reasonable means.

Unless otherwise stated, revised Terms and Conditions will become effective upon posting to the Website.

Continued use of the Website following the posting of revised Terms and Conditions constitutes acceptance of those changes. If you do not agree to any revised Terms and Conditions, you should discontinue use of the Website.

#### 28. Contact Information

Aftermarket Construction Parts

Website: [www.aftermarketconstructionparts.com](http://www.aftermarketconstructionparts.com)

Email: [sales@aftermarketconstructionparts.com](mailto:sales@aftermarketconstructionparts.com)