

Terms and Conditions

This signed mobile service repair request form authorizes you to perform the repairs and furnish materials required. I understand any cost verbally quoted are an estimate and not binding. Your employees may operate my vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to the vehicle or articles left in it. I agree to pay reasonable storage fees on vehicles left more than 48 hours after notification that repairs are complete. I understand that Fyda Freightliner does not charge Federal Excise tax for any repairs or modifications completed on my vehicle and it is my responsibility to handle any FET owed directly with the IRS. I agree that you have an expressed lien on the described vehicle for the charges for parts and labor furnished under this repair order including those from any prior repair orders on the vehicle. If I fail to pay such charges, I agree the vehicle may be held until charges are paid in full and that storage charges will continue to accrue until the date of payment. In the event of legal action to collect any sums due, I agree to pay cost to collect and any fees including reasonable attorney fees. If charges are handled on an approved account, payment is due in full on the 10th of the month following the purchase. A finance charge of 2% per month (24% per year) will be added to all balances past due.

All customers are subject to an appropriate and reasonable fuel surcharge based on the miles traveled to and from the destination of repair and mpg of our service vehicles.

All customers are subject to appropriate and reasonable shop, misc and or EPA charge. This additional charge will be based on a percentage of labor billed to the invoice. The current rate for shop, misc and EPA charges are 11% of the labor dollar amount billed to the invoice. This charge covers for non billable items used in the repair, for example but not limited to: Bolts, nuts, fasteners, brass fittings, air fittings, electrical connectors, electrical wire, torch fuel, welding wire, grinding wheels, cut off wheels, loctite, waste oil and fluid disposal, waste filter disposal, chassis grease and ect.

All customers are subject to an appropriate and reasonable equipment usage charge. This additional charge will be assessed only when specialty equipment is used during the repair. For example but not limited to Diagnostic computer, A/C equipment, DPF cleaning equipment, Machining equipment & Alignment equipment charges.

All customer trucks are to have their own property damage and comprehensive insurance coverage for the full value of the truck. Fyda Freightliner Pittsburgh Inc. and Fyda Freightliner Inc. shall not be responsible for any damages or loss covered by such insurance coverage.

Fyda Freightliner Pittsburgh Inc. and Fyda Freightliner Inc. shall not be responsible for any loss or damage to articles left in the vehicles or damage done be articles left in tilt cabs.

Fyda Freightliner Pittsburgh Inc. and Fyda Freightliner Inc. shall not be responsible for any damages or losses to the vehicle, vehicle owner or driver caused by a not at fault accident during a roadside or onsite repair.

Fyda Freightliner Pittsburgh Inc. and Fyda Freightliner Inc. Will haul away any waste fluids, scrap parts or core parts used in or during this repair. Any parts replaced under warranty become the property of the warranter. Any parts being replaced by a rebuilt or reman part will only be returned to the customer if the customer pays the core charge.

Fyda Freightliner Pittsburgh Inc. and Fyda Freightliner Inc. shall have no responsibility for loss of use of vehicle, loss of time, inconvenience, delays due to unavailability of parts, commercial loss or incidental or consequential damages.

Fyda Freightliner Pittsburgh Inc. warrants for the service and repairs it performs on your vehicle that they will repair, replace, adjust or free any part or labor found to be defective in material or workmanship within the earlier of ninety days or 4000 miles from the initial date of service, unless a different warranty is offered in writing by the new part manufacturer. We require that you properly operate and maintain your vehicle and that it be returned to this service center for warranty service. This warranty is not transferable. There is no other expressed warranty for the services performed. Fyda Freightliner Pittsburgh Inc. shall have no responsibility for any loss of use of vehicle, loss of time, inconvenience, delays, commercial loss or incidental or consequential loss or damages.

To the extent allowed by law:

- A. Any implied warranty of merchantability or fitness for purpose is limited to the ninety days or 4000 miles duration of this written warranty
- B. The conditions shall remain in full force and effect unless modified in writing by an officer of Fyda Freightliner Pittsburgh Inc. or Fyda Freightliner Inc. No agent of Fyda Freightliner Pittsburgh Inc. or Fyda Freightliner Inc. is authorized to give warranties that exceed those listed in this contract.

Fyda Freightliner Pittsburgh Inc. and Fyda Freightliner Inc. expressly disclaims all warranties, either expressed or implied, on new parts or used parts when intermixed with used parts in assemblies.