

TERMS OF USE

Welcome to the Payne Auto Parts website. By using the Payne Auto Parts website YOU AGREE TO BE BOUND BY ITS CONDITIONS OF USE (explained below), LEGAL NOTICES AND DISCLOSURES and PRIVACY POLICY and all disclaimers and terms and conditions that appear elsewhere on the Prime Auto Parts website.

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Tampering with the site, misrepresenting the identity of a user, or conducting fraudulent activities on the site are prohibited.

By using the Payne Auto Parts website, you agree to:

- Disclaimers and Limitation of Liability
- Intended for Users Over 18
- How we may share that information
- Errors on Our Site
- Sales Tax Policy
- Paying for Your Order
- Validating Your Order
- Order Acceptance/Confirmation
- Return Policy
- Order Limitations
- Shipping
- Termination of Use
- Your Personal Information

Disclaimers and Limitation of Liability

By using the Payne Auto Parts website, you expressly agree that use of the Prime Auto Parts website is at your sole risk. The Payne Auto Parts website is provided on an "AS IS" and "as available" basis. Neither Prime Auto Parts nor its affiliates, subsidiaries or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Associates") warrant that use of the Payne Auto Parts website will be uninterrupted or error-free or free from viruses or other harmful components. Neither Payne Auto Parts nor its Associates warrant the accuracy, integrity or completeness of the content provided on the Payne Auto Parts website or the products or services offered for sale on the Payne Auto Parts website. Further, Payne Auto Parts makes no representation that content provided on the Payne Auto Parts website is applicable to, or appropriate for use in, locations outside of the United States. Payne Auto Parts and its Associates specifically disclaim all warranties for the website and the parts being sold thereon, whether expressed or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No oral advice or written information given by Payne Auto Parts or its Associates shall create a warranty. Some states do not allow the exclusion or limitation of certain

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Under no circumstances shall Payne Auto Parts or its Associates be liable for any direct, indirect, incidental, special or consequential damages that result from your use of or inability to use the Payne Auto Parts website, including but not limited to reliance by you on any information obtained from the Payne Auto Parts website that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance. The foregoing Limitation of Liability shall apply in any action, whether in contract, tort or any other claim, even if an authorized representative of Payne Auto Parts has been advised of or should have knowledge of the possibility of such damages. User hereby acknowledges that this paragraph shall apply to all content, merchandise and services available through the Payne Auto Parts website. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Certain state and federal consumer laws may apply to you.

Intended for Users Over 18

The Payne Auto Parts website is intended for use by individuals 18 years of age or older. The Payne Auto Parts website is not directed for use by children under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use this site. You represent that you are at least 18 years old or are visiting the website under the supervision of a parent or guardian.

Product Display

The Payne Auto Parts website attempts to display product images shown on the site as accurately as possible. However, we cannot guarantee that the display you see matches the product, as the display of the product depends, in part, upon third party information.

Errors on Our Site

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Prime Auto Parts reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Payne Auto Parts will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your purchase, you may return it in accordance with Payne Auto Parts Return Policy.

Sales Tax Policy

Payne Auto Parts collects and remits sales tax as required by U.S. law, for transactions on Payneautoparts.us. If you're a tax-exempt entity, you can take advantage of tax- exempt status for applicable purchases made at payneautoparts.us.

Paying for Your Order

You may pay for your orders with major credit cards issued in the United States of America. Currently, we accept Visa®, MasterCard®, American Express® and Discover® Card.

We may pre-authorize your order amount with your credit or debit card issuer at the time you place the order, which may have an effect on your available credit line. Please contact your credit card issuer for more information.

Validating Your Order

After you place an order using our shopping cart, we will check the information you give us for validity, by verifying your method of payment or shipping address. We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will attempt to notify you using the e-mail address you have given us with the order.

Your credit or debit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card.

Order Acceptance/Confirmation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Payne Auto Parts website reserves the right at any time after receipt of your order to accept or decline your order for any reason.

Return Policy

All sales made through the Payne Auto Parts website are subject to Payne Auto Parts return policy. For a complete explanation of the return policy, please see Returns in our Help section.

Order Limitations

We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will generally attempt to notify you using the e-mail address you gave us when you placed the order.

Shipping

All orders placed on this site are subject to product availability and will be shipped according to Payne Auto Parts shipping policies.

In the rare event that your order never arrives, notification of lost items must be received within 60 days from receipt of the shipping confirmation e-mail.

Please review the Shipping & Deliveries page in our Help section for additional information on shipping times, rates and policies.

Termination of Use

Payne Auto Parts may, in its sole discretion, terminate your account or your use of the Payne Auto Parts website at anytime. You are personally liable for any orders that you place or charges that you incur prior to termination. Payne Auto Parts reserves the right to change, suspend or discontinue all or any aspects of the Prime Auto Parts website at any time without prior notice.

Your Personal Information

As you shop at primeautopartsusa.com, we may periodically collect personal information, in an effort to provide you with the best and most personalized levels of service possible. As always, your privacy and security are our absolute priority. Please refer to our [PRIVACY POLICY](#) statement.

What We Collect

We may collect information that includes:

- Your contact information (name, mailing address, phone number, e-mail address)
- Your billing/shipping information (credit card number, shipping address)
- Your personal preferences (i.e. products purchased)

We will not knowingly or intentionally collect personal information online from children under the age of 18.

Uses of Your Personal Information

We use the personal information you provide for purposes including, but not limited to:

- Fulfilling requests for products, services or information
- Tracking and confirming online orders
- Delivering or installing products
- Providing customer services
- Offering new products and services
- Improving the effectiveness of our websites, our marketing endeavors and our services and offers
- Conducting research and analysis
- Sending marketing communications
- Performing other business activities as needed, or as described elsewhere within this Policy

How We Collect It

Payneautoparts.us uses "cookies" to collect information. A cookie is a small data file that a website or e-mail may send to your browser, which may then be stored on your hard drive. Our websites and e-mails use cookies to create a more personalized shopping experience for visitors to our site. Cookies simulate a continuous connection, they let us "remember" information about your preferences and session, and allow you to move within areas of our websites without reintroducing yourself. Prime Auto Parts uses third-party vendors which may place cookies on your computer to collect non-personally identifiable information. Although our cookies may contain a unique user ID, they do not collect or store any of your personally identifiable information. You may choose to set your Web browser to not accept cookies. If your cookies are disabled, you can still view our site, but you cannot create an account or make purchases. Our Web server automatically collects clickstream information such as:

- The address (or URL) of the website from which you came before visiting our site
- Which pages you visit on our site
- Which browser you used to view our site
- Any search terms you may have entered while on our site

We may also use other technologies to track and understand how visitors navigate our websites.

Updating Your Personal Information

For your convenience, we provide different methods for you to update your personal information:

- Contact our support (816) 752-3062
- Send a letter with your request and current contact information to:

Payne Auto Parts, LLC
JACOB PAYNE SOLE MBE
5106 HUNTOON RD
SAINT JOSEPH, MO 64505

User Responsibilities on payneautoparts.us

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