



*Automotive Parts and Supplies Guarantee*

Effective September 21, 2018

The defined terms in the Automotive Parts and Supplies Guarantee (this “**Guarantee**”) as indicated by the first letter of the non-articles words in the term being capitalized shall have the meaning ascribed to them in the most recent Tonquin Corporation User Terms and Conditions Agreement (the “**T&C’s**”), unless otherwise defined in this Guarantee. Tonquin reserves the right to modify and cease offering this Guarantee at any time and such modification or cessation shall be effective and apply to Deliveries after the modified guarantee or notice of cessation of the Guarantee is on Tonquin’s Website.

1. Guarantee. Tonquin guaranties that the items the User has delivered by a Courier arranged through Tonquin’s Service will not be damaged or lost by the Courier during the Delivery.
2. Limitations. Notwithstanding anything to the contrary, subject to the limitations in the T&Cs, for an item that is damaged or lost and covered by this Guarantee, Tonquin’s sole obligation shall be to repair the item, replace the item or pay to the User the invoiced value of the item at the time it was picked up by the Carrier, all as determined by Tonquin in its sole and absolute discretion.
3. Requirements. As a condition precedent to Tonquin having to fulfill its obligations under this Guarantee, the User must do the following:
  - (a) The User must provide a notice to Tonquin by email ([support@tonquin.com](mailto:support@tonquin.com)) with the following within 48 hours after such damaged or lost item was to be delivered:
    - (i) The order number with Tonquin,
    - (ii) A part number, name and full description of the item that was damaged or lost,
    - (iii) For damaged items, a description of the damaged along with photographs that clearly show the damage to the item,
    - (iv) documentation supporting the invoice price, the replacement cost to the User and, if applicable, the cost to repair the damage to the item caused by the Courier.
  - (b) In the case of a damaged item, the User must make the item available to Tonquin for inspection for a period of 10 days after the User reported the damaged to Tonquin as provided above.
4. Determination. Tonquin will review the information collected from the User, consult with the Courier, review such other information that Tonquin determines is relevant and



may, in its sole discretion and if applicable, inspect any damaged item. After the foregoing review, Tonquin will determine whether the damage or loss is covered by this Guarantee and will notify the User of the same. If Tonquin determines that the claim is covered by this Guarantee, Tonquin will also notify the User whether Tonquin will repair, replace or pay the invoice price for a lost or damaged item. Typically, Tonquin will repair, replace and or pay the invoice value of a damaged or lost item within 15 business days after Tonquin receives the notice required by Section 3.

5. Lost Items. If a lost item is found before Tonquin fulfills any obligation it may have under this Guarantee with respect to such item, then Tonquin will notify the User and have the item delivered to the User and Tonquin's obligation hereunder will be satisfied unless the item is also damaged.

