

request to info@oesa.org.

Original Equipment Suppliers Association

OESA Comparative Analysis of North American OEM Warranty Programs

Revised June 2022

Name	e:		
Title:			
	pany Name:		
Comp	pany Address:		
City:	State: Zip Code:		
Telep	phone Number:e-Mail:		
1. F	Please confirm your order (Signature required on attached License Agreement)		
☐ Electronic copy with company license agreement (For OESA members only): \$250.00			
	SA membership is based on company status, not individual. To verify member status, contact SA at 248.430.5957 or visit oesa.org/supplier-members		
2. 1	Method of payment (select one):		
	Enclosed is a check for the total amount due		
	Please contact me for credit card information ()		
belo nor	lease fax the completed order form to 248.952.6404 or mail to OESA at the address shown ow. You can also order online at oesa.org/comparative-analysis-oem-warranty-programs-th-america . Orders will be processed promptly after payment and a signed license eement is received.		
4. F	or international orders, or for wire transfer orders, contact OESA at 248.952.6401 or send		

License Agreement

This License Agreement ("Agreement") is a binding agreement between the Original Equipment Suppliers Association ("OESA" or "we" or "us") and the OESA member company or organization ("you") that is seeking access to the OESA materials you ordered ("OESA Materials").

This Agreement is binding and effective upon your placing an order for OESA Materials. By selecting the I ACCEPT button or otherwise submitting an order, you represent that you are capable of binding your company to these terms.

Intellectual Property Ownership

OESA or its licensor own all right, title and interest in the OESA Materials, and this Agreement does not grant you any ownership right or interest in the OESA Materials.

License Grant & Restrictions on Use

By delivering a copy of the OESA Materials to you, OESA grants to you a limited, non-exclusive, nontransferable, revocable license to access and use the OESA Materials for your internal purposes only.

You may use the OESA Materials for internal purposes only, and you may not forward outside of your company, modify, publish, transmit, display outside of your company, participate in the transfer or sale, create derivative works, or in any other way exploit the OESA Materials or any portion of them. In the event you make any internal copies of the OESA Materials, you agree not to make any changes or deletions of author attribution, trademark, legend or copyright notice. You may not circumvent any mechanisms included in the OESA Materials for preventing the unauthorized reproduction or distribution of the OESA Materials.

License Fee

In exchange for the rights granted herein, you agree to pay the fee on the order form ("License Fee").

Breach and Termination

This Agreement shall immediately terminate if OESA determines that you failed to comply with any of its terms. In such an instance, OESA shall send to you a written notice notifying you of the termination of the Agreement to the address it has on file for your company. In the event of termination, all rights granted in this Agreement are forfeited and you must return to OESA the OESA Materials and destroy any copies that were made.

Disclaimer of Warranties

OESA is providing the OESA Materials "as is", "with all faults" and "as available." We make no express warranties or guarantees about the OESA Materials. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM IMPLIED WARRANTIES THAT THE OESA MATERIALS, CONTENT, INFORMATION AND SERVICES, ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGING. WE DO NOT GUARANTEE THAT THE OESA MATERIALS WILL MEET YOUR REQUIREMENTS, ARE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A U.S. REPRESENTATIVE SHALL CREATE A WARRANTY.

Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF THE OESA MATERIALS. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR AFFILIATES AND SUBSIDIARIES FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE OESA MATERIALS EXCEED THE LICENSE FEE.

Choice of Law

IDECLINE

You agree that the laws of the State of Michigan govern this contract and any claim or dispute that you may have against us, without regard to Michigan's conflict of laws rules. You further agree that any disputes or claims that you may have against us may exclusively be resolved by a court located in the State of Michigan and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Signed:	Date:	
Print Name:	Title:	
Company:	e-Mail:	
I ACCEPT		