



POWERTRAIN ROCKFORD INC WARRANTY Twelve-Month or 1500 Hour/Normal Use

Subject to the terms and conditions hereinafter set forth, Powertrain Rockford Inc warrants Rockford® and MECHANICS® powertrain products marketed by Powertrain Rockford Inc, excluding Rockford fan drive products, to be free from defects in material and workmanship under correct use, normal operating conditions and proper applications which shall include maintenance of products in accordance with Powertrain Rockford Inc manuals and service bulletins, for a period of twelve (12) months or fifteen hundred (1500) hours in service, whichever occurs first, not to exceed fifteen (15) months from the date of shipment from Powertrain Rockford Inc. This warranty does not extend to products or parts damaged or subjected to accident, abuse, misuse or improper installation after shipment from our factory, nor to products or parts altered or repaired by anyone other than authorized Powertrain Rockford Inc representatives.

Disclaimers

This limited warranty is the only warranty extended by Powertrain Rockford Inc in connection with any sale by Powertrain Rockford Inc to the original purchaser or manufacturer and does not extend to successive buyers, users, third parties or employees. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, notwithstanding disclosure to Powertrain Rockford Inc of the product's intended use. Any implied warranties to the extent exclusion is permitted by law shall be limited to the term of the express warranty set forth herein. An affirmation of fact or promise made on behalf of Powertrain Rockford Inc shall not be deemed to create an express warranty that the product shall conform to the affirmation or promise; any description of the product is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the product shall conform to such description; any sample or model is for illustrative purposes only and shall not be deemed to create an express warranty that the product shall conform to the sample or model; and no affirmation or promise, or description, or sample or model, shall be deemed part of the basis of the bargain.

Exclusive Remedy

Powertrain Rockford Inc's obligation upon breach of warranty shall be limited to replacing or repairing at our option, free of charge, but not including installation, dismantling, reassembling or any other charge, the particular product or part which inspection discloses to have been defective at time of shipment. Inspection shall be at our plant, transportation costs prepaid by customer. Written notice of such defect shall be given by the customer to Powertrain Rockford Inc within ten (10) days after such defect(s) appear. Written permission for any warranty claim returned must be first obtained from authorized Powertrain Rockford Inc representatives. All returns must be accompanied with a complete written explanation of claimed defects and the circumstances of operational failure. Replacement or repaired products or parts shall be warranted under the terms of this warranty for the remainder of the term of the original warranty or of a period of two (2) months after such repair or replacement, whichever is longer. Upon expiration of the warranty, all of Powertrain Rockford Inc's obligations hereunder shall terminate.

In no event shall Powertrain Rockford Inc have any liability for payment of any consequential, incidental, indirect, special or tort damages of any kind including, but not limited to, any loss of profits, to the extent exclusion is permitted by law. This warranty states our entire and exclusive liability and buyers exclusive remedy for any claim of damages in connection with the sales or furnishing of Powertrain Rockford Inc's products or parts, their design, suitability for use, installations or operation, or for any claimed defect therein. Products not manufactured by Powertrain Rockford Inc are furnished subject only to the manufacturer's warranties, if any, and without warranties, express or implied, by Powertrain Rockford Inc.

As consideration for this warranty, the original customer and subsequent purchaser agree to indemnify and hold Powertrain Rockford Inc, harmless from and against all and any loss, liability, damages or expenses for injury to persons or property, including without limitation, the original customer's and subsequent purchaser's employees and property, due to their acts or omissions or the acts or omissions of their agents, and employees in the installation, transportation, maintenance, use and operation of said equipment.

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An ISO 9001:2015 Registered Firm