



## Limited Consumer Product Warranty

**Product: Remanufactured Engines/Transmissions/Transaxles/Transfer Cases**

THIS LIMITED CONSUMER PRODUCT WARRANTY (“LIMITED WARRANTY” OR “WARRANTY”) GIVES YOU, THE ORIGINAL PURCHASER, SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.DRIVELINECOMPANY.COM](http://WWW.DRIVELINECOMPANY.COM) AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WE WARRANT THAT DURING THE APPLICABLE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED BELOW IN THIS LIMITED WARRANTY STATEMENT.

- 1) Subject to the terms, conditions, and exclusions stated herein, Warrantor Driveline Services Company, LLC, a Delaware limited liability company (“Driveline”), warrants to the original purchaser (the “Purchaser”) of the applicable Driveline remanufactured engines/transmissions/transaxles/transfer cases (“Product(s)”) that Driveline will repair or replace, at its sole good faith and reasonable discretion, the Products that Driveline determines in good faith to be defective in materials or workmanship. This Limited Warranty is extended only to Products purchased in the continental United States. This Limited Warranty applies only to Products properly installed and used for the duration of the following Warranty Periods and Product applications:
  - a. **For Products used in Federal Highway Administration (“FHWA”) Class Groups 2 and 3 vehicles and not used for commercial purposes:** The FHWA classifies Classes 2 and 3 as Passenger Cars (class 2) and most Pick-ups and vans (class 3). The Warranty Period shall be:
    - i. **Transmissions/Transaxles/Transfer Cases:** (3) years from date of sale.
    - ii. **Gas Engines (Long Block):** (3) years from date of sale.
    - iii. **Diesel Engines (Long Block):** (1) year from date of sale.
  - b. **For Products used in FHWA Class Groups 2-7 vehicles and used for commercial, fleet, or heavy duty purposes (of any use and not subject to Section 1(c) below):** These vehicles include but are not limited to motor homes and vehicles used for: snow removal, transportation for hire (i.e. buses, ride-sharing, taxis, shuttles, limousine services, etc.), delivery services, police and any other emergency or public service vehicle, tow trucks, and dump trucks. The Warranty Period Shall be:
    - i. **Transmissions/Transaxles/Transfer Cases:** (1) year from date of sale.
    - ii. **Gas Engines (Long Block):** (6) months from date of sale.
    - iii. **Diesel Engine (Long Block):** (6) months from date of sale.
  - c. **For Products used in off-road and non-automotive applications:** the Warranty Period shall be three (3) months from the date of sale. No warranty for racing applications.
- 2) Driveline’s Limited Warranty extends only to the original Purchaser of the Product and is non-transferable. Claims under the Limited Warranty will only be honored repairs or replacements within the continental United States. The Warranty Period will start from the original date of sale and shall expire at the end of the applicable period as set forth in Section 1(a), (b), and (c). Any repairs or replacement to a Product will not extend the Limited Warranty. After the expiration of the Limited Warranty, the Purchaser shall be solely responsible for all defects, thereafter, regardless of cause.
- 3) Driveline’s Limited Warranty only covers approved repair or replacement of a failed Product and any reasonable shipping and handling fees. It does not cover: towing charges, fluids, vehicle rental, transportation charges, loss of time, loss of income, loss of use of vehicle, storage fees, incidental or consequential damages. Other exclusions may also apply.

- 4) On-line warranty registration must be completed and receipt confirmed by Driveline within 60 days after the sale of the Product in order to validate the Limited Warranty. Failure to complete the warranty registration shall void the Limited Warranty and result in the denial of any claims. Go to [www.drivelinecompany.com](http://www.drivelinecompany.com) to complete the warranty registration process. Alternatively, call Driveline toll-free at 1-800-437-8546 to register the Limited Warranty.
- 5) Warranty claims, questions or inquiries shall be called into Driveline by toll-free call to 1-800-437-8546 to obtain a Return Material Authorization ("RMA") number. No warranty service will be provided or paid for without a RMA number provided by Driveline. All warranty claims are subject to approval by Driveline and must receive approval from the warranty administration department at Driveline before any warranty work is performed. Driveline reserves the right to require a copy of the original repair order before a warranty claim will be authorized. The Purchaser's installation or repair facility must receive an authorization from Driveline prior to any replacement or repair. Failure to receive authorizations shall result in the denial of any warranty claim.
- 6) Failed Products that are replaced or component parts that are replaced during a repair (upon request) must be returned to Driveline for inspection within 30 days of Purchaser's receipt of replacement Product or replacement parts. Returned Products must be returned to Driveline complete and assembled. Failure to do so will void the Limited Warranty and result in a denial of any claim. To return a failed Product or replaced component part, please call toll-free 1-800-437-8546.
- 7) Labor allowances will only be paid if the original installation and the warranty replacement installation are performed by a licensed repair facility. Labor allowances will be limited to the labor time as determined by "ALLDATA" labor guide multiplied by a rate of \$50/hour (i.e. 2.5 hours = labor allowance of \$125.00). This will include any diagnostic charges to determine the cause of failure. Labor allowance payments for replacement of a failed Product or replaced component part will only be made after all of: i. the inspection by Driveline of the failed Product and determination that defects as covered under this Limited Warranty are the cause of the failure; and ii. proof that labor was performed by a licensed repair facility. Driveline reserves the right to request failed Products and replaced component parts to be returned for inspection and determination of failure prior to a labor repair claim being paid.
- 8) This Limited Warranty does not cover any claims arising from and/or damage to the Product due to any of the following as determined by Driveline, in its sole discretion: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the Product installation instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; (h) misdiagnosis; (i) improper repair; (j) parts replaced as part of normal maintenance; (k) dirty or improper installation; (l) overrevving; (m) overheating; (n) alteration; (o) unauthorized disassembly; (p) racing; (q) lack of maintenance; or (r) external causes such as accidents, abuse, or other actions or events not covered by this Limited Warranty or beyond Driveline's reasonable control.
- 9) This Limited Warranty shall be void upon the occurrence of any of the following as determined by Driveline: (a) installation or use of the Product in vehicles that have been modified outside of factory specifications; (b) misrepresentations made at the time of purchase; and (c) misrepresentations made at the time of making a claim under this Limited Warranty.

**10) LIMITATION OF LIABILITY:**

**THE REMEDIES DESCRIBED ABOVE IN THIS DOCUMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND DRIVELINE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. DRIVELINE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. 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.**

**DRIVELINE IS THE SOLE AND EXCLUSIVE WARRANTOR FOR THE PRODUCT AND PROVIDES THE SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCT.**

**11) DISCLAIMER OF ALL IMPLIED WARRANTIES:**

**DRIVELINE LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**REMINDER: YOU MUST REGISTER YOUR WARRANTY WITHIN 60 DAYS OF SALE AS SET FORTH IN SECTION 4 ABOVE.**