

## **Auburn Gear, LLC Performance Differential Limited Warranty & Remedy**

### **Limited Warranty:**

Auburn Gear, LLC (AG) is pleased to provide you (the original purchaser or user) warranty coverage for your AG aftermarket products. AG warrants (a) that its aftermarket products will be free from defects in materials and workmanship for a period of 1 year after the purchase date, or 12,000 miles of your normal use, whichever is less; and (b) that the non-rebuildable components of its limited-slip differentials (the differential case and side gear-cone clutch assembly) will be free from defects in materials and workmanship for a period of 4 years from the purchase date.

### **Warranty Coverage:**

This warranty is subject to these terms and conditions. For covered product, Auburn Gear will, at its option, repair or replace the failing product or make a pro rata refund of the initial purchase price for the defective portion of the product, which may include the replacement of non-rebuildable components.

### **Warranty Service:**

If an AG aftermarket product exhibits a defect covered by this warranty, you must contact customer service to obtain a Return Goods Authorization number (RGA). You must submit your claim by returning the product to AGI within 30 days following discovery of the defect, along with your name, address, proof of purchase, RGA, and description of the defect in writing. AG or its distributors or sellers may investigate the claim and request additional information. Failure to provide the appropriate notice or reasonable supporting information will constitute an absolute waiver and release of all claims you may have, and AG will have no liability, under this warranty or otherwise, for that claimed defect. If AG provides a refund, this warranty will terminate. A refund will be limited to the original purchase price of the product.

### **Warranty Limitations:**

No employee, representative, agent, or distributor of AG has the authority to modify or expand this warranty, to waive any limitations, conditions, or exclusions, or to assume or incur on behalf of AG any obligation or liability in place of or in addition to the warranty. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. AGI WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LABOR

COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. UNDER NO CIRCUMSTANCES WILL AG's liability for any defect in the Goods, whether based on contract, tort, warranty, or any other theory, exceed the purchase price of the PRODUCT. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. YOU ACKNOWLEDGE THESE LIMITATIONS AND WAIVERS, DECLARE THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREE TO BE SO BOUND. ANY PAYMENT FOR THE PRODUCT SIGNIFIES YOU HAVE VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

**Additional Consumer Rights:**

Some States do NOT allow limitations on how long an implied warranty lasts, so such a limitation may not apply to you. Some States do not allow the exclusion or limitation of incidental or consequential damages, so that limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State.

**Warranty Exclusions:**

This warranty does not cover aftermarket products that (a) have not been installed and maintained in accordance with AG's instructions; (b) have been used in off-road applications or uses other than regular automotive driving on standard roadways; (c) have not been used with proper lubricant and additive per installation and maintenance instructions; (d) have been subjected to misuse, modification, accident, intentional or negligent damage, fire, flood, weather, war, vandalism, unreasonable uses, acts of God, or other occurrences beyond AG's control; or (e) sustain damage from repairs or attempts to repair by anyone other than AG or an authorized representative. As a condition of coverage, you must comply with the installation and maintenance obligations of AG's instruction or owner's manual.

**AFTERMARKET PRODUCTS LIMITED WARRANTY**

**Period of Limitations:**

No claim, suit, or other proceeding arising out of or related to the Auburn Gear products or these terms, including without limitation this warranty, may be brought by you or anyone else after 1 year from the date it accrues.

**Applicable Law:**

This warranty and the terms herein will be considered to have been made in the State of Indiana and will be governed by and interpreted according to Indiana law, without giving

effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to Auburn Gear products or this warranty must be brought only in a federal or state court in Fort Wayne, Indiana, having jurisdiction over the subject matter, and you irrevocably consent that such court will have personal jurisdiction over you and waive any objection that the court is an inconvenient forum. In the event any suit is brought against Auburn Gear in violation of these terms or for claims waived or released herein, you agree to pay Auburn Gear's attorney and paralegal fees as well as costs to defend such suit.

**Miscellaneous:**

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected. These terms will be binding on you, Auburn Gear as well as any representatives and successors.

**Auburn Gear's Rights:**

Auburn Gear has all rights and remedies given to sellers by applicable law, and its rights and remedies are cumulative and may be exercised from time to time. No waiver or novation by Auburn Gear will be effective unless in writing signed by Auburn Gear. Auburn Gear will not lose any right because it has not exercised that right in the past.