

Transmission Remanufacturing Company, LLC

OUR WARRANTY HAS CHANGED. BE SURE TO READ THIS DOCUMENT AND THE INSTALLATION INSTRUCTIONS. INSTALLATION AND USE OF THE PRODUCT ACKNOWLEDGES ACCEPTANCE OF THE TERMS IN THIS LIMITED WARRANTY DECLARATIONS

A. LIMITED WARRANTY TERMS AND CONDITIONS:

THE TRANSMISSION REMANUFACTURING CO. LLC. ("TRC") warrants its transmissions, torque converters, clutch repairs, and related driveline repairs or services against failure caused by faulty workmanship and materials as listed on the "TRC" invoice. This limited warranty is extended only to the TRC dealer and their end user, listed on the "TRC" invoice, and as listed above and is non-transferable in the event of the sale of the vehicle to another party. This warranty is valid at all "TRC" dealers ONLY. These remedies are customer's exclusive remedies for breach of warranty or contract, or in tort. In all cases, "TRC" reserves the right to refund the full purchase price of the goods and/or services purchased by the buyer IN LIEU OF ANY CLAIM OR CLAIMS UNDER THIS LIMITED WARRANTY.

B. WHAT IS COVERED?

TRC offers several warranty packages, review TRC invoice to determine specific coverage. Described herein section "B", is our standard warranty. This warranty agreement covers parts and labor as itemized on the customer's repair order on a non-prorated basis for the time period and mileage (whichever comes first) as declared on your "TRC" invoice. Defective transmissions covered by this warranty will be repaired or replaced, at the option of "TRC". The cost of transmission parts, labor, transmission core charges, and any shipping/freight charges are covered for units installed by a "TRC" dealer, and will be reimbursed only after any returned parts/transmissions are inspected and found to be defective by "TRC", at the actual shop rate (Up to \$120/hr, U.S. funds) and time determined by Mitchell Labor Manual (maximum of 8 hours is covered for replacement and 3 hours for repair). Rental car is covered up to \$125 and towing up to \$125 per incident, reimbursed on approved claims with receipt. A unit replaced or repaired under warranty will be warranted for the remainder of the original unit warranty period. The buyer shall be responsible for all defects, thereafter, regardless of cause.

C. WHAT IS NOT-COVERED?

This warranty agreement DOES NOT cover the following items and they are NOT reimbursable:

1. Loss of earnings, loss of use, inconvenience, or per diem expenses
2. Repairs by another facility unless specifically pre-authorized by "TRC"
3. Incidental, special, consequential, or collateral damage
4. Lodging, any type or meals, or per diem expenses
5. "Over the counter" unit(s) sold, but not installed by "TRC", or TRC dealers, are not eligible for labor claims
6. Accident damage
7. Act of nature
8. Broken transmission cases and housings
9. Casualty loss

D. HOW TO OBTAIN WARRANTY SERVICE:

Your "TRC" warranty is valid at all "TRC" dealer locations. For out of area service contact "TRC" at 1-800-336-5525.

E. WHAT THE CUSTOMER MUST DO IN ORDER TO HAVE THE WARRANTY AGREEMENT HONORED:

1. Call "TRC" for technical support and to speak with our warranty department.
2. Immediately return to your "TRC" dealer for warranty repairs in the case of leaks or malfunction.
3. Check fluid level in transmission at least once a week for first 60 days and monthly thereafter.

F. LIMITATION OF ACTION:

Any action for breach of this warranty must be commenced within one year after the alleged breach occurred.

G. DECLARATION: To the extent permitted by applicable law, this warranty is the sole warranty and supersedes any implied warranty of merchantability or fitness for a particular use. To the extent that any such implied warranty is required by applicable law, it is limited in time to the duration of this written warranty.

H. GOVERNING LAW:

This warranty and any actions or proceeding arising therefor shall be governed by the laws of the State of Washington.

See Additional Warranty Information On Page 2

I. Buyer and seller agree the seller's price is based upon this limited warranty. Buyer and seller also agree the buyer's sole and exclusive remedy against the seller on account of breach of contract, warranty, or performance shall be for the repair or replacement at the "TRC" factory in Kent, Washington, of defects in "TRC" factory workmanship or material within the periods of this warranty. The buyer will be responsible for shipment and subject to the limitations and conditions of this warranty as contained in this limited warranty declaration.

J. THIS WARRANTY AGREEMENT WILL BE VOIDED UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:

1. Damage to the transmission caused by but not limited to the following vehicle parts/conditions/use:

- Broken or bent flywheel and/or excessive crankshaft end-play
- Defective u-joints/drivelines/CV joints/axles
- Defective motor or transmission mounts, electrical components, TV cable, vacuum lines, broken transmission cases/ housings, computer controls, and cooling lines/cooling systems, damaged or incorrect manual or throttle linkages

2. Damage to the transmission caused by but not limited to the following vehicle problems:

- Alterations to vehicle: lift kits, tires larger than stock, non-factory turbo or super chargers, electronic or other components that boost horse power/torque/or transmission pressure
- Electrical and wiring problems, including but not limited to faulty computer/or external sensor(s).
- Use of aerosol spray can compounds to flush the existing transmission cooler.
- Improper installation (applies to transmission, torque convertor, and cooler installation).
- Weights exceeding manufacturers intended use per owner's manual
- Combined weights of vehicle/cargo/trailer (if towing) exceeding manufacturer specifications
- Water or antifreeze in transmission oil
- Failure to use new or correct transmission or transfer case fluids
- Additives or gear lube in oil not recommended by manufacturer
- Abuse or abnormal use outside the limits of normal vehicle as defined by the owner's manual (i.e. excessive off-road conditions, over loading, drag racing, etc.)

FOR VEHICLE OWNERS RECORD

DATE _____ YR/MAKE/MODEL _____ MILEAGE _____
VIN _____ WORK ORDER# _____

WARRANTY DURATION: YRS _____ MILES _____

Warranty level

- Economy warranty: Labor reimbursement \$70 per hour (capped at 8 hours).
No rental or towing coverage
- Standard warranty: As noted herein. Labor reimbursement at \$120 per hour (capped at 8 hours)
Up to \$125 for *rental car and up to \$125 for *towing
- Premium warranty: Upgrades labor reimbursement to \$120 per hour (capped at 8 hours)
Plus; up to \$350 for *rental car and up to \$250 for *towing

*Must submit receipt of rental & towing expenses for reimbursement approval