



TRUCKPRO, LLC LIMITED WARRANTY

The TruckPro, LLC (“TruckPro”) Warranty is a limited warranty that is provided to the initial retail purchaser of transmissions and differentials (Product) in return for consideration paid as part of the purchase price of the Product. When such newly purchased transmissions and differentials have been properly assembled and installed on vehicles *approved for such purpose*, TruckPro warrants that such Products will be free from defects in material and workmanship when put to normal use and properly maintained for the applicable warranty period as described below. Any TruckPro location will honor this warranty.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY DISCLAIMED.

Warranty Period

With respect to Products covered by this limited warranty (transmissions and differentials), the Warranty Period for all coverage begins at the time that any person or dealer first installs the Product and thereby places that Product into service. At the latest, a Product is considered to be placed into service when purchased or delivered to the initial retail purchaser.

The Warranty Period for specific Products is set forth below.

PRODUCT	WARRANTY COVERAGE
Mechanical Transmission and Differential Product Groups (TruckPro vendor code PT)	2 year/24 months
Automatic Transmission Product Group (TruckPro vendor code AT)	2 years/24 months
Mechanical Transmission Products sold under the Eaton Authorized Program (TruckPro vendor code EA)	2 years/24 months standard 3 years/36 months by using an Eaton approved lube (see Eaton warranty statement for further details)

What is Covered

If a defect in material or workmanship is found in any Product covered by this limited warranty within the specified Warranty Coverage period, TruckPro will reimburse/pay for the repair or replacement of the Product as described in the Reimbursement provisions below, and subject to the limitations described in the Limitations of Reimbursement section of this limited warranty. Any Products repaired or replaced under this warranty will only be eligible for warranty coverage for the remaining portion of the original Product’s warranty period.



Conditions Precedent to Submitting a Valid Warranty Claim

TruckPro shall have no obligations under this Limited Warranty to respond to any warranty claim that is submitted after the warranty coverage period has expired. Likewise, TruckPro shall have no obligation to respond to any warranty claim that is first submitted to TruckPro more than ninety (90) days after the date of a reported failure of the Product.

In connection with any claims submitted in a timely fashion within the applicable Product warranty coverage period, the Product owner/purchaser is required to provide TruckPro with information sufficient to substantiate the claim. As part of its evaluation of any claim, TruckPro may request that additional information be provided and/or may also request an inspection of the Product. In conjunction with any warranty claim, the owner/purchaser is obligated to use its best efforts to assist TruckPro in any investigation of the claim. Should the owner/purchaser fail to cooperate with TruckPro in connection with the investigation of a submitted warranty claim, then TruckPro shall be relieved of any obligation to make any payment/reimbursement on the claim.

Warranty Reimbursement Provisions and Limitations

With respect to TruckPro's obligations in response to a valid warranty claim, the following terms and conditions apply:

- (a) Any decision to replace the Product or to provide payment for the parts and labor necessary to repair the Product shall be made at the sole discretion of TruckPro.
- (b) Absent any agreement made in advance of undertaking work to repair or replace the Product, TruckPro will not be responsible for any labor rate associated with such repair/replacement that exceeds the sum of \$85 per hour.
- (c) Labor time allowed for such repair/replacement work is limited to supplier published times when available, or at TruckPro's discretion when not available.
- (d) In all cases, TruckPro shall make the final determination as to the appropriate reimbursement for any warranty claim.

EXCLUSIVE REMEDY

THE REMEDY OF REPAIR OR REPLACEMENT OF ANY PRODUCT UNDER THE TERMS OF THIS WARRANTY – AS MORE PARTICULARLY SPECIFIED IN THE WARRANTY REIMBURSEMENT PROVISIONS AND LIMITATION ABOVE – CONSTITUTE THE OWNER'S/PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY. IN NO EVENT SHALL TRUCKPRO BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ASSOCIATED WITH ANY CLAIMED BREACH OF WARRANTY OR FOR ANY DELAY IN PERFORMANCE OF THIS WARRANTY.



Warranty Exclusions

The Limited Warranty shall not extend to any Product that has been subjected to the following:

- a) accident, damage, negligence, abuse or misuse,
- b) improper installation or maintenance,
- c) abnormal operating conditions,
- d) alteration or modification,
- e) a purpose or application in any way different from that for which it was designed,
- f) damage related to casualty or shipment, or re-rating the engine to exceed torque capacity of the transmission.

General wear of a Product due to normal use is to be expected and does not give rise to any warranty claim.

No Modification, Extension, or Transfer of Warranty

The TruckPro Limited Warranty is limited to the written terms as expressed in this document. TruckPro does not authorize any person, dealer or agent to change or extend the terms of this limited warranty in any manner. The Limited Warranty cannot be transferred to a subsequent vehicle owner or user.

Dispute Resolution by Binding Arbitration

Within ninety (90) days of TruckPro's receipt of the owner's/purchaser's notice required pursuant to this Agreement, should the Product owner/purchaser and TruckPro be unable to reach an agreeable resolution on any question(s) regarding the applicability of this limited warranty and/or any final determination by TruckPro regarding any claim submitted pursuant to this limited warranty, then all parties agree that binding arbitration (as discussed in greater detail below) shall serve as the exclusive method for resolving such disputes.

After the expiration of the 90 day time period listed above, the parties agree that any unresolved claim made or asserted by an owner/purchaser of a Product covered by the TruckPro Limited Warranty against TruckPro or an authorized seller of a Product covered by the Limited Warranty arising out of, in connection with, or relating in any way whatsoever to the Limited Warranty or the sale or performance of a Product covered by the Limited Warranty must be resolved by binding arbitration and that no claims or lawsuits regarding the Product or any warranty related to the Product can be initiated in any municipal, county, state, federal, or any other court of general jurisdiction. The parties acknowledge that the purchase of any Product eligible for a Limited Warranty involves interstate commerce. The parties agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C.



Sec. 1 et seq., and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association (“AAA”). The parties agree that should a dispute arise regarding the scope of this arbitration provision, the question of scope shall be delegated to the arbitrator(s) for determination.

Each party shall bear its costs associated with the arbitration, including its attorney’s fees, and the parties shall share equally the fees and expenses of arbitration and the arbitrator(s), except that the arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

Governing Law

The TruckPro Limited Warranty and the parties’ relationship shall be governed by the laws of the State of Tennessee and the United States (without regard to the choice of law rules).

To Report a Claim:

If you have a claim related to a Product covered by this limited warranty, please contact your nearest TruckPro location or call 1-888-782-5776.
