



HEAVY/MEDIUM DUTY LIMITED RESELLER PRODUCT WARRANTY

Please carefully read this limited product warranty (“**Limited Warranty**”). The Limited Warranty detailed below is granted by NAPA (hereinafter referred to as “**NAPA**”) and administered through the original point of purchase (“**Retailer**”). This Limited Warranty only applies to the NAPA FLEET Chassis product described in this document (“**Product(s)**”) sold solely by the Retailer for public service use vehicles, security/government use vehicles, fleet/commercial use vehicles, or medium/heavy duty vehicles. For the purposes of this Limited Warranty, “**End-User**” is a person or organization that originally purchases Product(s) from the Retailer. The Retailer is responsible for administering warranties to End-Users and any other of its customers. All rights herein are subject to the requirements, limitations, disclaimers, and exclusions in this Limited Warranty.

Product and Limited Warranty Term

NAPA extends this Limited Warranty to Product(s) only in respect to the original vehicle on which the Product is installed and subject to the limitations set out below.

Ninety (90) Day Warranty. The Product(s) are backed by a limited warranty for a period of up to ninety (90) days after the date of purchase (“**Guarantee Term**”). The product will be free from defects in materials and workmanship within this period, the End-User must return the failed part, to the Retailer, for a replacement of the part itself. The Guarantee Term begins on the date of purchase of the Product by the End-User.

Additional Eligibility Requirements

The Limited Warranty extends only in regard to the original purchase and is not transferable to anyone who obtains ownership of the Product, or vehicle on which the Product is installed, from the End-User. This Limited Warranty applies only to the Products expressly described in this document. An eligible Product must be purchased new and used only on the vehicle upon which it was originally installed. Product installed on a vehicle used for racing, aircraft/aviation applications, marine applications, off-road recreation or competition purposes, or in applications not referenced in product or vehicle catalogues are excluded from this Limited Warranty. Satisfactory proof of the date of purchase of the Product from the End-User, together with proof date of installation must be provided to avail of this Limited Warranty. If there is no proof indicating the purchase date, the manufacture date shall be considered as the beginning of the Guarantee Term or Warranty Term.

Additional Limitations and Exclusions of Warranty

In addition to the other requirements, limitations, disclaimers, and exclusions contained in this Limited Warranty, this Limited Warranty also does not apply to:

- o any Product installed on a vehicle that is or has been operated in an overloaded condition, i.e., overloaded in excess of the vehicle’s payload capacity or towing capacity per the original vehicle manufacturer’s placard;
- o any Product installed on a vehicle with a suspension system that has been altered, modified, or restored in any way, including but not limited to suspension systems that have been lowered or raised;

- o any claim, loss, or damage due to misuse, alteration, abuse, neglect, accidental damage, improper application or attachment, improper or lack of maintenance, improper installation, or improper storage of the Product;
- o any Product not installed by a properly trained or certified technician using appropriate tools and procedures;
- o any Product that was acquired as used (e.g., a Product purchased used, or a vehicle purchased used and upon which a Product was installed by the prior vehicle owner);
- o any claim, loss, or damage by anyone other than the End-User of the Product;
- o any claim, loss, or damage due to damage that occurred to the Product while in transit prior to the purchase by the End-User;
- o any modified or reconditioned Product or Product part; and
- o any Product purchased, installed or used outside of the states and territories of the United States of America and the provinces and territories of Canada.

Disclaimer Of All Other Warranties

Except as otherwise expressly stated in this Limited Warranty, no other representation or warranty, express or implied, is made. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAPA EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE. No person or organization is authorized to make any representation, warranty or agreement on behalf of NAPA with respect to Products or alter this Limited Warranty on behalf of NAPA, either orally or in writing. Some jurisdictions do not allow disclaimers of certain implied warranties or conditions, so part of the above disclaimer may not apply to you

Additional Exclusion/Limitation of Damages, Liability, and Remedy

In the event a Product contains a defect(s) in materials and workmanship and is covered by this Limited Warranty, NAPA will provide a suitable replacement product at no charge. This Limited Warranty does not cover labour to repair, inspect, remove, or reinstall the Product on the vehicle. NAPA reserves the right, at its sole discretion, to provide a monetary refund instead of a replacement. THE ABOVE-MENTIONED STATES NAPA'S ENTIRE AND EXCLUSIVE LIABILITY AND THE RETAILER'S EXCLUSIVE AND SOLE REMEDY FOR ANY DAMAGES OR CLAIM MADE IN CONNECTION WITH THE SALE, PURCHASE, OR USE OF THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAPA SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EXCEPT FOR THOSE SPECIFICALLY PROVIDED FOR IN THIS LIMITED WARRANTY, IF ANY. SUCH SPECIAL, INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, TOWING CHARGES, TIME LOST FROM WORK, TRANSPORTATION COSTS, VEHICLE RENTAL COSTS, LOST PROFIT, DOWNTIME, DAMAGE CAUSED TO OTHER COMPONENTS OF THE VEHICLE OR THE VEHICLE ITSELF) ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Warranty Claim Procedures

Limited Warranty claims must be submitted through the Retailer from whom the Product was purchased with a valid Proof of Purchase including the installation invoice.

Severability

If any requirement, limitation, disclaimer, or exclusion of this Limited Warranty is found to be unenforceable for any reason, all other requirements, limitations, disclaimers, and exclusions shall remain enforceable to the fullest extent permitted by law.

Warnings and Instructions

SAFETY WARNING: Disregarding any of these safety precautions and instructions may result in serious personal injury or death during the installation of the Product, or subsequent failure of the Product, including without limitation while the vehicle is in operation, causing serious personal injury or death.

Any of the following, among other things, could result in serious personal injury or death:

- o **Misuse** of the Product before, during, or after installation of the Product, or during the use of the Product;
- o **Alteration** of the Product before, during, or after installation of the Product, or during the use of the Product;
- o **Abuse** of the Product before, during, or after installation of the Product, or during the use of the Product;
- o **Neglect** of the Product before, during, or after installation of the Product, or during the use of the Product;
- o **Accidental damage** to the Product before, during, or after installation of the Product, or during the use of the Product;
- o **Improper application or attachment** of the Product, including without limitation, fitment or application of the Product to an improper vehicle or for an improper use;
- o **Improper or lack of maintenance** of the Product;
- o **Improper installation** of the Product; and
- o **Improper storage** of the Product.

This Product should only be installed by a properly trained or certified technician at a properly equipped repair facility using appropriate tools and procedures, and the technician installing the Product should thoroughly inspect the Product for any damage or abnormalities before installation. Failure to do so could result in serious personal injury or death during the installation of the Product, or subsequent failure of the Product, including without limitation while the vehicle is in operation, causing serious personal injury or death.

Any warnings and instructions of the original equipment vehicle manufacturer upon which the Product is being installed should be reviewed and adhered to in connection with the attachment and installation of the Product on the vehicle, as well as the operation of the vehicle after installation of the Product. Only install the Product on a vehicle that specifies the use of such Product. Failure to do so could result in serious personal injury or death during the installation of the Product, or subsequent failure of the Product, including without limitation while the vehicle is in operation, causing serious personal injury or death.