

**PROFORMER™**

## LIMITED PRODUCT WARRANTY

THIS LIMITED PRODUCT WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

### WHAT THIS LIMITED PRODUCT WARRANTY COVERS:

NAPA® provides the following warranties for covered products to the **original purchaser** against defects in materials and workmanship when used **under normal operating conditions** for the applicable time periods described in the below chart. This Limited Product Warranty is not transferable to subsequent purchasers or owners of the product.

FOR PRIVATE VEHICLES		
Product Line	Series	Warranty
ProFormer™ Shock Absorbers ProFormer™ Bare Struts ProFormer™ Loaded Struts	SHxxxx STxxxx LSxxxx	<b>Limited Lifetime.</b> NAPA® warrants each new ProFormer™ strut to the original purchaser against defects in materials and workmanship when used under normal operating conditions on a private vehicle <b>for 24 months or 24,000 miles from the date of purchase, whichever comes first.</b>

### WHAT THIS LIMITED PRODUCT WARRANTY DOES NOT COVER:

In addition to any other specific product exclusions described in this Limited Product Warranty, NAPA® shall not be liable for and the provisions of this Limited Product Warranty **shall not apply** to any NAPA® product which has been:

- (1) installed on a vehicle for which it was not cataloged, or
- (2) installed on any private vehicle registered or utilized for commercial, racing and / or competitive purposes, or
- (3) installed on any commercial vehicle registered or utilized for racing and / or competitive purposes, or
- (4) used for any purpose for which it was not designed or intended or used outside normal operating conditions, or
- (5) altered, modified or subjected to misuse, negligence, or accident or damage, or
- (6) exposed to excess moisture or fire, or
- (7) improperly installed, repaired or maintained.

### HOW TO GET SERVICE:

If failure of a covered product should occur, you must return the NAPA® ProFormer™ product, together with dated proof-of-purchase and a statement attesting to the miles in use, to a NAPA® supplier for verification and replacement during the applicable warranty period. **Cost of removal and installation is not included.** Defective shock absorbers should **not** be returned directly to NAPA®

If a covered product is not as warranted during the applicable warranty period, NAPA® will, at its option and as your sole and exclusive remedy, either repair or replace such product. NAPA® will perform the warranty as soon as reasonably practical following the return of the product in accordance with the above instructions.

### DISCLAIMERS AND LIMITATIONS:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. TO THE EXTENT THAT SUCH DISCLAIMER IS NOT PERMITTED OR VALID UNDER APPLICABLE LAW OR THE IMPLIED WARRANTIES ARE OTHERWISE IN EFFECT, THEN SUCH IMPLIED WARRANTIES, INCLUDING ANY SUCH IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH IN THE CHART ABOVE. Some states do not allow disclaimers or limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY LAW AS HEREBY LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AGREEMENTS, AND SIMILAR OBLIGATIONS OF MANUFACTURERS OR SELLERS WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PRODUCT OR PARTS COVERED IN THIS LIMITED PRODUCT WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GABRIEL® BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF NAPA® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM

EXTENT PERMITTED BY APPLICABLE LAW, GABRIEL'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED PRODUCT WARRANTY OR THE PRODUCTS SHALL NOT EXCEED THE FEES ACTUALLY PAID BY THE ORIGINAL PURCHASER TO NAPA® FOR THE PRODUCT AT ISSUE. Some states do not allow the exclusion or limitation of indirect, special, consequential, punitive or incidental damages so the above limitations may not apply to you.

No person, agent, distributor, dealer, installer or company is authorized to change, modify, or extend terms of this warranty in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of NAPA® arising under this warranty or under any statute, or law of the United States or any state thereof, is hereby limited to the duration of this warranty. Some states do not permit limitation of the time within which you may bring an action beyond the limits provided by state law so the above provision may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state.

**CONTACT INFORMATION:**

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