

# LIMITED NATIONWIDE AUTOMATIC TRANSMISSION WARRANTY

The Distributor of this product warrants all Powertrain Solutions Automatic Transmissions for a period **up to 36 Months or 100,000 Miles (whichever occurs first)** from the date of installation within the limitations of this warranty. The Distributor will pay part and labor on all approved warranty claims within the applicable warranty period.

Passenger cars and light trucks, up to and including 1 ton, except for specifically listed excluded applications, will be warranted for **36 Months, up to 100,000 Miles (whichever occurs first)**.

Excluded Commercial applications; ambulances, package delivery vehicles, snow removal vehicles, police vehicles, taxi, tow trucks or vehicles over 1 ton, will be warranted for a period of **24 Months or Unlimited Miles (whichever occurs first)**. All classes of Motor Homes, Off Road, Industrial, Stationary or Racing applications are not covered.

Each aftermarket remanufactured assembly is warranted from defects in materials and workmanship only. This warranty does not apply to any Allison Transmissions, or new or remanufactured O.E. transmissions supplied by the Distributor.

### **Coverage:**

Any aftermarket remanufactured assembly, which fails because of a defective part or workmanship during the applicable period of warranty, may be exchanged for new or remanufactured parts at the sole discretion of the Distributor.

### **Labor:**

Labor required to remove or repair a defective product will be paid as follows: Work authorized by the Distributor will be reimbursed at a rate not to exceed 100% of Mitchell Manufacturer's Warranty time. Hourly rates for all authorized labor claims will be paid in accordance with the Mitchell On Demand Manufacturer's Warranty Time Schedule, and not to exceed \$75.00 per flat rate hour. **No labor** will be paid for Do-It-Yourself repairs, repairs performed by non-certified technicians or non-licensed facilities. Any parts authorized by the Distributor for a repair or replacement will be reimbursed at **cost**, with a purchase receipt. Up to \$35.00 total will be allowed for **all** fluids. Any diagnosis or repair performed without prior authorization from the Distributor will not be eligible for reimbursement.

### **Limitations:**

- This warranty is transferable as long as the product remains installed in the vehicle for which it was originally purchased.
- The Distributor reserves the right to withhold reimbursement on any warranty claim pending the result of the manufacturer's factory inspection.
- Repairs or replacements do not extend the original warranty. A replacement product is warranted only for the un-expired time remaining on the original warranty.
- Consequential expenses, including but not limited to, commercial loss, lodging, meals, phone calls, storage, vehicle rental, towing, shop supplies, hazmat and tax are not reimbursable.
- Warranty does not cover incidental or consequential damage to other vehicle components that occur from the failure of a covered product.
- Warranty does not cover failures caused by misuse, neglect, improper installation, lack of normal scheduled maintenance or accident.
- Warranty does not cover failures resulting from, including but not limited to, broken cases, broken differentials, insufficient flushing, use of improper fluid or broken gears.
- The alleged defective product or parts must be returned to the Distributor within **30 days** of the claim start date to be eligible for reimbursement.
- The repair order for the labor and any other required paperwork must be filled out and sent to the Distributor within **30 days** of the claim start date to be eligible for reimbursement.
- Warranty will be denied if prior authorization is not obtained from the Distributor for diagnosis, repair or replacement.
- Warranty will be denied if the product is used in an incorrect application, not used for its intended purpose or if the product has been modified from its original condition.
- Warranty will be denied if time and mileage cannot be verified, if the vehicle odometer is inoperable, or if other verification documentation is not submitted.
- Warranty will be denied if the source of the failure is diagnosed incorrectly or if the failure is found not to be due to defective workmanship or materials supplied by the manufacturer.
- Warranty will be denied if the part is exported or fails while in use outside the 48 contiguous states of the United States.

### **Shipping Damage**

All products delivered via a freight carrier or Distributor's truck must be inspected at the time of delivery and signed for by the customer. **Any** damage must be noted at the time of delivery. Shipping damage, if not noted at the time of delivery, will not be covered by this warranty or by the Distributor and will be the sole responsibility of the customer.

### **Authorization**

Prior authorization and a Claim Number must be obtained from the Distributor at **877-640-2604** before any warranty work may be performed. The alleged defective product must be returned within **30 days** of the claim start date, along with the repair order, clearly marked with the claim number, and proof of payment, prior to reimbursement by the Distributor. The original purchaser of the product must be in good credit standing with the Distributor for the warranty to be honored.

**The purchaser's acceptance of delivery of the product constitutes the acceptance of the foregoing warranty, its remedies and all conditions and limitations thereof. All warranties, implied or otherwise, are limited to the terms of this written warranty. Consequential and incidental damages are not covered by this warranty. Some states do not allow limitations on the length of an implied warranty, or the exclusion or limitation of incidental or consequential damages; therefore the above exclusions or limitations may not apply to you. Your legal rights may vary from state to state.**

**Part Number** \_\_\_\_\_ **Serial Number** \_\_\_\_\_ **Invoice Number** \_\_\_\_\_