

## WELLER LIMITED WARRANTY STATEMENT

Weller warrants its remanufactured transmissions, differentials, steering gears, electronics, mechatronics, driveshafts, and other products (each a “Unit,” and collectively, the “Units”) will be free from failure due to verifiable defects in materials and workmanship. The cost of parts and flat rate labor to repair the failed component(s) of or replace a Unit deemed defective by Weller, in its sole discretion, will be covered in accordance with the terms and conditions of Weller’s Warranty Procedures. Weller extends this limited warranty to the original purchaser of the Unit and any subsequent owner or other transferee of the Unit, provided such subsequent owner or other transferee acquires title to the Unit during the applicable period of coverage (each a “Unit Owner”).

| UNIT TYPE:   | PERIOD OF COVERAGE: | SPECIAL WARRANTY NOTES:   |
|--|---------------------|---|
| Remanufactured Allison and Eaton/Fuller Transmissions                                    | 2 years             |   |
| Remanufactured Automatic Manual Transmissions (AMT), Manual Transmissions, Differentials | 2 years             | Weller's Limited Warranty only covers failures of Reman Electronics which result, under normal use and service, from material defects in Weller's materials and workmanship. Weller's Limited Warranty will not apply to any Reman Electronic that has been, in Weller's sole judgment, misapplied, abused, overloaded, or tampered with in any way. Weller reserves the right to obtain and use the data of any Reman Electronic for purposes of failure analysis. Weller agrees to pass through to Unit Owner any warranties given by its third party vendors in connection with any Reman Electronic to the extent permitted by the terms and conditions of such warranties. |
| Steering Gears, Pumps, and Reman Electronics   | 1 year              |   |
| Remanufactured Industrial Units Offroad  | 6 months            |   |
| Rebuilt Units  | 90 days             | Parts only  |

**COVERAGE COMMENCEMENT DATE AND EFFECT OF REPAIRS OR REPLACEMENTS AND EXPIRATION:** Coverage commences on the later of (a) the date of shipment of the Unit to its original purchaser, or (b) the date on which the original installation of the Unit is completed, provided that Unit Owner submits evidence of the date of such original installation of the Unit in form and substance satisfactory to Weller, in its sole discretion. Any repairs or replacements by Weller or any other party will not extend the warranty of the Unit. The Unit Owner shall be responsible for all defects after the expiration of the warranty, regardless of cause. Weller may change the period of coverage applicable to any type of Unit at its discretion, without notice, but any such changes will not be retroactive.

**TO OBTAIN WARRANTY SERVICE:** Weller’s limited warranty is only administered by pre-authorized repair facilities. **Please call 1-800-872-6697 to commence the claim process.** All claims shall be submitted to Weller in accordance with Weller’s Warranty Procedures and supported by evidence satisfactory to Weller. If requested by Weller, the Unit shall be provided to Weller for inspection. The Unit Owner shall be responsible for reimbursing Weller for the cost of the transfer and inspection of any Unit not deemed defective.

**SERVICE REQUIREMENTS:** All Units must be used in a motor truck for on-highway or on/off-highway applications in the United States and properly installed and assembled on vehicles approved for such purposes or this limited warranty shall be void. All Units must be and remain under normal conditions of use and operation or this limited warranty may be void. All parts, components and accessories not included in the sale of the Unit from Weller to the original purchaser must be properly installed or this limited warranty may be void. Unit Owner shall have complied with all product instructions and care and maintenance guidelines applicable to the Unit, prepared by Weller or any third party, and whether or not provided by Weller in connection with the sale of the Unit to Unit Owner.

**EXCLUSIONS:** This limited warranty shall be void and does not apply to normal wear and tear or defects or failures caused by: (1) improper lubrication or operation in excess of original design limitations; (2) rust, corrosion, or other damage caused by electrolysis; (3) failure to follow product instructions or any maintenance and care guidelines; (4) dirty or improper installation by a third party; (5) external causes such as accidents, abuse, or other actions or events beyond Weller’s reasonable control; (6) damaged, defective or inefficient parts, components or accessories furnished by a third party to Weller; (7) damaged, defective or inefficient parts, components or accessories not included in the sale of the Unit from Weller to the original purchaser; (8) damaged, defective or inefficient parts, components or accessories mounted to the Unit by a third party, including, without limitation, the transmission end yoke; and (9) any other third party alterations, repairs or replacements to the Unit.

**WELLER’S LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND WELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES DESCRIBED IN WELLER’S WARRANTY PROCEDURES ARE THE UNIT OWNER’S SOLE AND EXCLUSIVE REMEDIES AND WELLER’S SOLE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. WELLER’S LIABILITY HEREUNDER SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE ORIGINAL PURCHASER OF THE UNIT FOR THE DEFECTIVE PRODUCT, NOR SHALL WELLER UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS LIMITED WARRANTY SHALL NOT BE CHANGED OR MODIFIED EXCEPT IN WRITING BY WELLER.**