

# Anderson Brothers Limited Warranty Policy

Transmissions and differentials that have been remanufactured by Anderson Brothers Inc. ("Anderson Brothers") are covered under warranty by Anderson Brothers for parts or material failure, as well as labor charges that may have been incurred to repair or replace the unit, due to identifiable defects in material or workmanship caused by Anderson Brothers' work. All warranty labor coverages submitted for reimbursement must be at reasonable and conventional labor rates or charges, and are subject to approval by Anderson Brothers in its sole discretion.

Upon approval by Anderson Brothers of a warranty claim, Anderson Brothers will supply a replacement unit for any item covered under this limited warranty to customers in good standing. This service is offered to our customers to get their trucks back to work as quickly as possible. When the unit being returned for warranty consideration is received by Anderson Brothers, it will be inspected to determine the reason for failure. If the cause of failure is not covered by our warranty, after notice to the customer, the customer's account will be charged for the replacement unit, if one was sent.

Customers who do not have an open account in good standing must pay for any replacement units before delivery. Once the unit being returned for warranty consideration is inspected by Anderson Brothers, and deemed a warrantable failure, the customer will be issued a refund for the price of the replacement unit.

Anderson Brothers Remanufactured unit warranty does not cover a unit that fails, malfunctions, or is damaged resulting from:

- Normal use / wear and tear
- Improper installation, adjustment, repair, or modification
- Accident or natural disaster
- Abuse or improper use, including, but not limited to, high velocity spin damage or shock load damage
- Improper or insufficient maintenance, including, but not limited to, improper lubricant levels, improper lube change intervals, or the use of improper lubricants

Anderson Brothers will not be liable for any additional loss claimed as a result of a warrantable failure, including, but not limited to downtime, loss of productivity, economic loss, inconvenience, vehicle rental expense, lodging, meals, or other travel costs.

Anderson Brothers reserves the right to determine how and where any warranty service is performed in its sole discretion. Any labor rate paid for warranty repairs will be negotiated at the time of warranty repair. The reasonable and conventional amount of time to perform any repair is subject to Anderson Brothers management review and discretion.

Any unit repaired or replaced under warranty retains the original warranty period from the original date of purchase. The warranty period is not extended or reinstated due to a warranty claim.

Any new items sold by Anderson Brothers Inc. that fail are subject to the original manufacturer's warranty coverages, labor and towing policies.

## Limited Warranty

Product:	Warranty Period from Date of Sale:	Warranty Mileage:
Eaton/Fuller Manual Transmission-RT RTO Series, as well as FR/FRO Series:	2 Years	Unlimited
Eaton Midrange Transmissions:	1 Year	Unlimited
Meritor Transmissions:	1 Year	Unlimited
Spicer MidRange	1 Year	Unlimited
Spicer Heavy Duty Transmissions	1 Year	Unlimited
Differentials	1 Year	Unlimited
Transfer Case	1 Year	Unlimited

\*All Remanufactured units are warranted against defects in workmanship and material and subject to the limitations outlined in this warranty policy.

**Exclusive Warranty.** EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS ARE PROVIDED “AS IS”. ANDERSON BROTHERS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY.** ANDERSON BROTHERS WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR DAMAGES (INCLUDING LOST PROFITS) ASSOCIATED WITH USE OF ANY PRODUCT PURCHASED FROM ANDERSON BROTHERS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF IT HAS WARNED OR BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. ANDERSON BROTHERS WILL NOT BE LIABLE TO CUSTOMER FOR ANY THIRD PARTY CLAIMS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF A WARRANTY CLAIM MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED,

