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EPP Warranty (Enhanced Protection Policy)

Remanufactured Products

This EPP Warranty (Enhanced Protection Policy) (this “Warranty”) issued by TransAxle LLC (“TransAxle”) for units remanufactured by TransAxle covers accidental damage and defects in the workmanship and materials of TransAxle in accordance with terms, and subject to the limitations, outlined in Warranty.

What Products Are Covered by this Warranty and How Long Does the Coverage Last?

Product	Warranty period from the date of purchase	Mileage from purchase
Heavy Duty Manual Transmissions*	2 years	unlimited
Differentials	1 year	unlimited
Steering gears	2 years	unlimited
Allison Transmissions	AT MT HT: 1 year / 2 years on school buses 1k,2k,3k,4k: 2 years / 3 years on school buses	unlimited
Light Duty Transmissions	3 years	100,000

*Heavy duty transmissions are defined as:

- Eaton / Fuller Road Ranger series
- Mack Synchronized series
- Meritor synchronized series
- TTC Heavy Duty series

What Must I Do to Protect My Warranty?

- Authorized Repair Points: All warranty work must be authorized in advance and/or performed by a TransAxle service center. Please call 800-257-0444 #2120.
- This Warranty is not applicable to units for which the original invoice remains outstanding.
- If requested by TransAxle, the component or assembly involved shall be returned via prepaid freight to a TransAxle service center and must be received by TransAxle within 45 days of receiving the TransAxle authorization number. It also must be accompanied by a copy of our invoice for our inspection and determination.

What Will TransAxle Do?

Pursuant to this Warranty, within the warranty period TransAxle, in its sole discretion, will:

- Replace the unit or any defective parts with a functional equivalent; or
- Make a payment to the purchaser of the unit in an amount equal to the cost of repair based on TransAxle’s estimate and in its sole judgment.

The 2nd or any following year of the warranty period (if applicable) covers parts replacement only. Following the first repair or replacement of the unit, this Warranty shall terminate and TransAxle’s Limited Warranty for remanufactured products shall apply for the remainder of the original warranty period.

Who Gets the Benefits of this Warranty?

This Warranty is applicable solely to the original purchaser and is not transferable.

What is Not Covered by this Warranty?

- This Warranty does not extend to repairs for non drivetrain noise (including idle rattle / death rattle).
- This Warranty does not cover theft, collision, damage as a result of acts of nature (e.g., fire or flood) or intentional damage.

What is Covered by this Warranty?

This Warranty shall extend to unit failures or accidental damage attributed to or caused by, the following:

- Improper installation or maintenance;
- Lack of, low, wrong or contaminated lubricant;
- Shock load / spin out failures;
- Broken synchronizer pins;
- Misadjusted or malfunctioning control modules such as transmission control modules, sensors, cables, clutches, shifters etc.;
- Operation in excess of original design limitations, including overloading, shock loading or spin out;
- Failure to follow normal published preventive maintenance guidelines of the O.E.M.;
- Excessive operating temperature or seal leakages;
- Excessive vibration from engine, clutch or drivelines, including transmission synchronizer pin breakage and improper driveline angles;
- Failure to perform proper cleaning and flushing as per guidelines published by the O.E.M.; and
- Ancillary equipment such as PTO's, yokes, speedometer, oil cooler and clutch release parts.
- This Warranty shall also extend to failures caused by a worn, damaged or defective part or component mounted to the unit by the dealer or retail purchaser, including without limitation, the transmission end yoke.

What are the Other Limits Under this Warranty?

- This Warranty is expressly conditioned upon the covered unit or units having been properly installed on vehicles approved by the O.E.M. for such purpose and being used for on-highway or off-highway vehicles in the United States.
- Units installed as replacements under this Warranty are warranted only for the remainder of the original warranty period and under TransAxle's Limited Warranty for remanufactured products (and not under, for the avoidance of doubt, this Warranty).
- Notwithstanding anything to the contrary, coverage for defects in the input and/or output seals are limited to 30 days from the date of purchase.
- Labor charges, where applicable, will be limited to the flat rate labor rates defined by TransAxle.
- TransAxle shall not pay for any outside repair, labor charges, towing charges, loss of time charges or any other charges unless authorized in advance by TransAxle.

Warranty Disclaimers and Acknowledgments

THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AGAINST TRANSAXLE AND UNDER NO CIRCUMSTANCES SHALL TRANSAXLE BE LIABLE FOR AN AMOUNT GREATER THAN THE ACTUAL PURCHASE PRICE OF THE APPLICABLE UNIT OR UNITS OR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES. TRANSAXLE SHALL NOT BE BOUND BY ANY REPRESENTATIONS, WARRANTIES OR INDEMNITIES MADE BY ANY OTHER PERSON WHICH ARE INCONSISTENT WITH THIS WARRANTY. TRANSAXLE SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

THIS WARRANTY SHALL EXTEND TO THE ORIGINAL PURCHASER ONLY, IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES AND INDEMNITIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.

If any provisions of this Warranty are judged to be illegal, invalid or unenforceable, the remaining provisions of this Warranty shall continue in full force and effect.

This Warranty may not be changed or modified in any way except in writing by TransAxle.