

# OMIX-ADA® 5 Year LIMITED WARRANTY

When your product is purchased from Omix-ADA® and is not separately warranted by either Omix-ADA® or the manufacturer, then this Limited Warranty gives you specific legal rights and is the only warranty Omix-ADA® makes in connection with your purchase.<sup>1</sup>Omix-ADA® neither assumes nor authorizes any manufacturer, vendor, retailer, other person or entity to assume for it any other obligation or liability in connection with its products or this Limited Warranty.

## What is Covered?

Subject to the terms, exclusions and limitations herein and with respect only to products first sold in the United States, Omix-ADA® warrants to the initial retail purchaser (“purchaser”) only that when installed and used on purchaser’s vehicle according to supplied product installation instructions and/or warnings, purchaser’s Omix-ADA® product shall be free of defects in material and workmanship for five (5) years. This Limited Warranty shall be measured from the date of initial retail purchase, extends only to the initial retail purchaser and is not transferable. ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Your warrantor for these parts is Omix-ADA®, Inc, 460 Horizon Dr., Suite 400 Suwanee, GA 30024(770/614-6101). Omix-ADA® reserves the right to: (a.) require proof of purchase as a condition of this Limited Warranty please use warranty registration card, (b.) make future revisions to this product or it’s Limited Warranty without obligation to conform existing product or provide purchaser with prior notice.

## What is Not Covered?

Your Omix-ADA® Limited Warranty does not cover damage or claims to any component, vehicle or person other than the Omix-ADA® product purchased. Your Limited Warranty does not cover damage or claims to any component, vehicle or person Omix-ADA® determines to have been damaged by or subjected to:

- Inadequate mounting or installation, water, alteration, modification, misuse or failure to maintain.
- Damage in any part attributable to: (a.) vehicle systems or components (including electronic stability control) or (b.) combination with non-Omix-ADA® products.
- Normal wear and tear/product deterioration.
- Scratches or defects in product finishes or damage due to shipping.
- Accidents, impact by rocks, trees, obstacles or other aspects of the use environment.
- Theft, vandalism or other negligent or intentional damage.

## Remedy Limited to Repair/Replacement:

The exclusive remedy provided for products covered under this Limited Warranty shall be, upon Omix-ADA®'s inspection and at Omix-ADA®'s option, either repair, replacement (with Omix-ADA® supplied parts) or refund for the product purchase price. Any parts repaired or replaced will be considered part of the original product and will not extend the term of Limited Warranty. Customers requesting warranty consideration should first contact the independent distributor selling your product to obtain a Returned Goods Authorization number. All removal, shipping and installation costs are customer's responsibility. If a replacement part is needed before your part can be returned, you must first purchase the replacement part. Then, if Omix-ADA® determines the part warrantable, you will be credited the purchase price of that part. Other Limitations - Exclusion of Damages - Your Rights Under State Law:

- In consideration of the purchase price paid, neither Omix-ADA® nor any independent distributor are responsible for any loss of use or time, rental costs, or for any incidental, consequential, punitive or other damages (whether arising in tort or contract) you may have or incur in connection with your vehicle, or your Omix-ADA® product. Your exclusive remedy hereunder is, at Omix-ADA®'s option, repair/replacement or refund as described above.
- This Limited Warranty gives you specific rights. You may also have other rights that vary from state to state. For example, while all implied warranties are disclaimed herein, any implied warranty required by law is limited to the duration and other enforceable terms of Limited Warranty described above. Some states do not allow limitations of how long an implied warranty lasts and /or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations and exclusions herein may not apply to you.

<sup>1</sup>See exclusive Limited Warranty Terms included with ORV suspension, Rugged Ridge® winches, wheels, floor liners, Alloy-USA® axles/gears and other Omix-ADA® products.

© Omix-ADA® 11.15.2012 All rights reserved.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.