

### LIMITED AUTOMOTIVE WARRANTY REGISTRATION & POLICY 3 YEARS or 60,000 KILOMETERS

## IMPORTANT

Please Read & Fill Out The Attached Warranty Registration Card to Activate Your Warranty Coverage

www.gearcentre.com

#### WARRANTY

The EDMONTON GEAR CENTRE LTD. ("**The Gear Centre**" or "**Gear Centre**") warrants to the PURCHASER ("**Purchaser**") as follows ("**Warranty**"): Units rebuilt by The Gear Centre shall be free from defects in materials and workmanship at the time of delivery by The Gear Centre to the Purchaser, excluding, as applicable, any new parts supplied by the Purchaser to The Gear Centre.

"Units" shall be strictly limited to standard transmissions, automatic transmissions, differentials, and transfer cases.

"Purchaser" shall be the party whose name is on the final Gear Centre invoice for purchase and sale of a Unit.

#### Full Warranty

Under normal operating conditions and maintenance, and further upon registration of the Purchaser's Warranty Card in accordance with this Warranty Policy, Units are warranted until the earliest of the following (the "*Full Warranty*"):

- Three (3) years from the date of the final Gear Centre invoice for purchase and sale of a Unit; or
- 60,000 KMS from the date of the final Gear Centre invoice for purchase and sale of a Unit.

Full Warranty does not include damage to or sub-optimal performance of a Unit from:

- · Contamination, overheating, shock loading, over loading or abnormal operating conditions; or
- Any other exclusion stated within this Warranty Policy.

Full Warranty does not include any payment for a claim of consequential or special damages of any kind.

Please note the Limited Warranty, on the following page.

#### WARRANTY CARD PROCEDURE

Subject to the terms of this Warranty Policy, on and from the date of the final Gear Centre invoice for purchase and sale of a Unit, Purchaser must register their Warranty Card by fully completing The Gear Centre's Warranty Card and delivering it to The Gear Centre by one of the following methods and in accordance with this Warranty.

Purchaser shall fully complete and deliver the Warranty Card to The Gear Centre within fourteen (14) calendar days from the date of the final Gear Centre invoice for purchase and sale of a Unit to enjoy the *Full Warranty*.

#### Delivery Methods: ONLINE

Complete the Warranty Card form found at <u>www.gearcentre.com</u> and follow the instructions to submit the Warranty Card electronically.

#### MAIL DELIVERY OR HAND-DELIVERY

#### FACSIMILE

Complete the Warranty Card attached to this brochure and submit it to The Gear Centre by sending it to the following facsimile number: **(780) 488-6740** 

Complete the Warranty Card attached to this brochure and submit it to The Gear Centre by mail or in person at any of the following addresses:

Edmonton North	<b>Red Deer</b>	<b>Lethbridge</b>	<b>Fort McMurray</b>	<b>Surrey</b>	<b>Moncton</b>
14811-116 Avenue	#8, 7431 Edgar Industrial Drive	3912-14 Avenue N	215 MacDonald Crescent	#1 18763 - 96 Avenue	#5, 191 Henri Dunant Street
Edmonton, AB T5M 3E8	Red Deer, AB T4P 3R2	Lethbridge, AB T1H 5T5	Fort McMurray, AB T9H 4B5	Surrey, BC V4N 3M5	Moncton, NB E1E 1E4
Edmonton South	<b>Calgary</b>	<b>Medicine Hat</b>	<b>Grande Prairie</b>	<b>Mississauga</b>	4
6811-50 Street	7170 Blackfoot Trail SE	111 Southwest Drive SW	11406-96 Avenue	#3, 7337 Pacific Circle	
Edmonton, AB T6B 3B7	Calgary, AB T2H 2M1	Medicine Hat, AB T1A 8E8	Grande Prairie, AB T8V 5M4	Mississauga, ON L5T 1V1	

The Gear Centre shall determine, within its sole discretion, whether a Warranty Card (and return core unit as applicable) has been fully completed and properly delivered to The Gear Centre.

#### Limited Warranty

In the event that the Warranty Card is not fully completed and delivered to The Gear Centre within fourteen (14) calendar days from the date of the final Gear Centre invoice for purchase and sale of a Unit, the following *Limited Warranty* shall apply:

One (1) year unlimited KMS from the date of final The Gear Centre invoice for purchase and sale of a Unit.

Limited Warranty does not include damage to or sub-optimal performance of a Unit from:

- · Contamination, overheating, shock loading, over loading or abnormal operating conditions; or
- Any other exclusion stated within this Warranty Policy.

Limited Warranty does not include any payment for a claim of consequential or special damages of any kind.



#### RESERVATION IN FAVOUR OF THE GEAR CENTRE AND NOTICE REGARDING HEAT EXCHANGERS / OIL COOLERS

Notwithstanding the application of the *Full Warranty* or the *Limited Warranty* to a Unit, The Gear Centre shall determine, within its sole discretion, the proper course of action with respect to replacement or repair of that Unit.

TO ALL CUSTOMERS: Where The Gear Centre replaces an original Unit or performs warrantable service to a Unit (including, but not limited to, standard and automatic transmissions), The Gear Centre highly recommends that heat exchangers and/or oil coolers be replaced (where applicable) at the same time that a Unit is replaced or serviced.

The Gear Centre reserves the right to exercise its sole discretion with respect to all decisions taken or permitted to be taken under this Warranty.

#### LIMITATION OF WARRANTY AMMOUNT

Notwithstanding the application of the *Full Warranty* or the *Limited Warranty* to a Unit, The Gear Centre shall not be liable for any amount in excess of the total price stated within the final Gear Centre invoice for purchase and sale of that Unit.

#### LIMITATION OF WARRANTY FOR UNPAID INVOICE

Notwithstanding the application of the *Full Warranty* or the *Limited Warranty* to a Unit, The Gear Centre shall not perform warranty services if there is a balance owing by Purchaser with respect to that Unit. Warranty services shall be withheld by The Gear Centre until such invoice is paid in full.

#### WARRANTY EXCLUSIONS

Notwithstanding the *Full Warranty* or the *Limited Warranty* offered by The Gear Centre, The Gear Centre shall not perform any warranty services with respect to a Unit if, in the sole discretion of The Gear Centre, one or more of the following events have occurred to a vehicle that houses a Unit (without limitation, whether individually or collectively, an "**Event**"):

- Vehicle modifications including, but not limited to,:
  - · Suspension lifts or modifications
  - Performance upgrades to vehicle powertrain that cause the vehicle to operate outside the parameters of torque and horse power that were set at the time said vehicle left the Original Equipment Manufacturer's (OEM) factory
  - Increased or decreased tire sizes outside of the size authorized by the Original Equipment Manufacturer (OEM) at the time said vehicle left the factory
  - · Modification that forces the Unit to operate in a manner other than what it was designed for
  - · Using Unit in a non-OEM or non approved application

#### WARRANTY EXCLUSIONS (Cont'd)

- · Modifications to exchange units
- Failure due to improper installation
- Failure due to oil contamination (caused by, but not limited to, improper cleaning/replacement of any oil coolers used on vehicle, improper maintenance, wrong oil, or non approved oil additives being used, etc.)
- Damage or failure to said Unit due to any related, peripheral, or mating parts not supplied or installed by The Gear Centre (including, but not limited to, drive shafts, power take-offs, flywheels, clutches, transmissions, transfer cases, axles, tires, rims, etc.)
- Incorrectly installed power take-off (PTO) units, where applicable
- · Mismatched tire sizes or unevenly worn tires
- · Failure due to accidental or consequential damage
- · Damage caused in shipping of said Unit
- Failure for any reason due to Unit operated low on lubricant (including, but not limited to, seal leaks and improper fluid level maintenance)
- Failure due to wrong lubricant used
- Failure due to lack of maintenance (including, but not limited to, periodic adjustments, changing lubricant at OEM specified intervals, and maintaining proper lubricant levels at all times)
- Purchase of said Unit from any source that is not an authorized The Gear Centre dealer

#### **OBLIGATIONS AND PROCEDURES IN THE EVENT OF UNIT OPERATIONAL FAILURE**

In the event that a Unit experiences operational failure or an operational concern, Purchaser must contact The Gear Centre location closest to the location of the Purchaser's vehicle that houses the Unit (for a complete list of The Gear Centre locations and for contact information, please visit <u>www.gearcentre.com</u>). Purchaser shall contact the closest Gear Centre location immediately following the event of Unit operational failure or operational concern. The Purchaser shall make the vehicle and the Unit available for the purpose of inspection by The Gear Centre.

The Gear Centre will take reasonable steps to determine the cause(s) of Unit operational failure or operational concern. Upon making a determination, The Gear Centre will advise the Purchaser of the recommended course of action, such determination and recommendation to be made in accordance with this Limited Automotive Warranty.

In its sole discretion, acting reasonably (when time is of concern), The Gear Centre may recommend that the Purchaser purchase a replacement Unit (plus applicable core charge) at the current market price for that replacement Unit.

#### OBLIGATIONS AND PROCEDURES IN THE EVENT OF UNIT OPERATIONAL FAILURE (Cont'd)

Where the *Full Warranty* or *Limited Warranty* applies to the original Unit, and the Purchaser purchased a replacement Unit on The Gear Centre's recommendation, The Gear Centre may subsequently issue a credit for a portion or all of the cost of the replacement Unit. The core charge related to the replacement Unit will be refunded to the Purchaser using The Gear Centre's standard core evaluation criteria.

#### **REPAIR SERVICES IN REMOTE LOCATIONS**

In some circumstances when a warrantable failure of a Unit occurs outside of The Gear Centre's reasonable trading area, or at such a time where contacting The Gear Centre is not possible, and at The Gear Centre's sole discretion, The Gear Centre may authorize a third party repair facility to repair the Unit (to a maximum of the cost of the original Unit), providing The Gear Centre has been informed in a reasonable time frame of the failure. The Gear Centre reserves the right to refuse any charges, in part or in whole, from any repair station not authorized by The Gear Centre to perform warranty repairs.

For the purposes of clarity, The Gear Centre shall not be liable for payment of any repair performed by a third party until such time as The Gear Centre has had a reasonable opportunity to review any and all third party invoices marked "PAID", so that The Gear Centre may solely decide the amount (if any) of reimbursement to be approved with respect to the third party repair. In no event shall The Gear Centre approve any invoice amount(s) that is, individually or collectively, more than the original Gear Centre invoice for purchase and sale of the Unit in question.

Further to the above, The Gear Centre may offer to pay up to the following amounts for warrantable failures that happen outside of a 250 kilometer radius of the nearest The Gear Centre service location. The Gear Centre must be consulted prior to the removal or repair of any units under possible warranty consideration. Failure to do so will result in a denial of any warranty labour claims, and may result in the voided warranty liability on the Unit in question.

Unit Type	Maximum Hours	Payment per Hour
Transmission 2WD	3	\$75
Transmission 4x4	4	\$75
Transfer Case	2	\$75
Differential	3	\$75



This card must be filled out in its entirety and returned to your nearest The Gear Centre branch within fourteen (14) calendar days after date of purchase. Failure to register your Unit will result in a change in your warranty conditions to a One Year Unlimited Mileage Warranty. Purchaser also acknowledges that regular scheduled maintenance must be performed on the purchased Unit. The Gear Centre reserves the right to request maintenance records on the purchased Unit to validate warranty.

Please include your original bill of sale with this warranty card. We also recommend that you fax a copy of this card to us in case the paperwork gets lost while shipping your core back to us.

Installation By:	City / Town:		
Contact Name:	Phone Number: ( )		
Contact Email:	Vehicle Model:	Talan I al	
The Gear Centre Invoice #:	Make:	Year:	
Unit Type:	Date of Purchase:	- inc	
Unit Model #:	Unit Serial #:		
Oil Type Installed in Unit:	Amount of Oil Installed:		
Install Date:	Odometer of Vehicle at Install:		
Vehicle VIN#:	License Plate:	Province/State:	
I HAVE READ & UNDERSTAND THE ATTACHED WARRANTY POLICY	SIGNATURE:		

(If yes, please leave a check mark in the box)

#### EDMONTON NORTH

14811-116 Ave. Phone: (780) 452-6933 Fax: (780) 455-8612 Toll-Free: 1-800-661-8825

EDMONTON SOUTH 6811-50 St. Phone: (780) 466-4646 Fax: (780) 465-7204 Toll-Free: 1-800-661-8807



SURREY #1 18763 - 96 Avenue Phone: (604) 455-0503 Fax: (604) 455-0608 Toll-Free: 1-866-928-2156

#### www.gearcentre.com

# **11 Convenient Locations to Serve You!**

#### **RED DEER**

#8, 7431 Edgar Industrial Dr. Phone: (403) 340-3330 Fax: (403) 340-1233 Toll-Free: 1-800-661-1629

#### CALGARY

7170 Blackfoot Tr. SE Phone: (403) 252-3880 Fax: (403) 252-6308 Toll-Free: 1-800-661-1378

#### LETHBRIDGE

3912-14 Ave. N Phone: (403) 380-6364 Fax: (403) 380-6524 Toll-Free: 1-800-483-8952

#### **MEDICINE HAT**

111 Southwest Dr. SW Phone: (403) 504-0605 Fax: (403) 580-2584 Toll-Free: 1-866-504-0635

#### **GRANDE PRAIRIE**

11406-96 Ave. Phone: (780) 539-9606 Fax: (780) 532-7943 Toll-Free: 1-800-661-8806

#### **FORT MCMURRAY**

215 MacDonald Cres. Phone: (780) 714-3570 Fax: (780) 714-3571 Toll-Free: 1-866-714-3570

#### MONCTON

#5, 191 Henri Dunant St. Phone: (506) 855-4327 Fax: (506) 859-4327 Toll-Free: 1-844-701-4327

#### MISSISSAUGA

#3, 7337 Pacific Circle Phone: (905) 564-8998 Fax: (905) 564-6284 Toll-Free: 1-844-564-8998