

Tolpa's Auto Parts WARRANTY POLICY

Warranty Null and Void if (exclusions):

- Product is installed in a vehicle that is used for commercial or fleet purposes.
- Product is installed in a vehicle that is used in competition, raced (whether on-road or off-road, sanctioned or not), or used for off road purposes.
- Product is installed in a vehicle that has been modified from its **original factory configuration** (including, but not limited to, modifications of the wheels/tires, body, engine, transmission or other drivetrain components, computer(s), computer programming, wiring, air intake system, fuel delivery system, cooling system or other powertrain control system component).
- Failure of the product is caused by non-covered components, failure to clear computer codes, defective workmanship, or installation error.
- Product is installed in a vehicle with a GVWR greater than 8,000 lbs.
- Product is installed in vehicles or used in an application for which the manufacturer did not intend or if the product is installed in a vehicle other than a car, van, pick-up, or SUV.
- The Installed heat tab on the product is missing, removed, shows evidence of overheating, alteration or signs of tampering. The identification marks have been removed (including, but not limited to, stamps, paint marker writing, and personalized heat tabs).
- The "Required Installation Procedures" are not complied with upon installation. See parts (Engine, Transmission, etc.) tag on the part for checklist of required procedures.
- The product has been repaired, altered, or disassembled without *prior authorization* from Tolpa's Auto Parts
- The product has been installed in more than one vehicle.
- The product is installed or operated outside the United States.
- There is evidence that the product was continually operated after a failure occurred.
- The warranty does not cover damage or failure of a product arising directly or indirectly from improper installation (not in accordance with the original equipment manufacturer's guidelines and specifications (including,) or related vehicle problems, misuse, maintenance (or lack thereof), neglect, abuse, misuse, lack of lubrication, overheating, vandalism, abnormal operation, environmental conditions (including, but not limited to, lightning, earthquake, windstorm, hail, water, freezing, flood, or any other Act of God), accident or any

damage which was apparent or not at the time of delivery.

TERMS AND CONDITIONS

- In the Unlikely event that the part fails, notify Tolpas Auto Parts as soon as possible in person, by writing, or by phone.
- DO NOT ATTEMPT TO REPAIR OR REMOVE** part or Assembly from vehicle or disassemble it without first receiving authorization from Tolpa's Auto Parts . Doing so will VOID the warranty and Release Tolpa's Auto Parts from all obligations.
- Approval for Repairs and or replacements must be approved by Tolpa's Auto Parts *prior* to any such repair or replacement.
- Tolpa's Auto Parts reserves the right to inspect any product in the vehicle prior repair or replacement.
- Tolpa's Auto Parts reserves the right to review any estimate, installation documents, and maintenance documents.
- Tolpa's Auto Parts reserves the right to review any work done under this warranty or warranty claim including proof such work was successfully completed.
- Normal wear and service items are not covered in this warranty.
- All Claims** require maintenance and installation receipts.
- Exclusively, **Engine Warranty** is limited to defects in the head(s), Block, Pistons, Crankshaft, Camshaft(s), rockers, and oil pumps. Parts attached to the engine are Accessories and/or Extra Parts and must be switched at time of installation and are not covered under the warranty.
- Exclusively, **Transmission Warranty** is limited to the case, torque converter, and internally lubricated components. Electrical accessories such as switches, solenoids, sensors, etc... are not covered under the warranty. Accessories and attached parts that may or may not be included with the transmission are not covered by the warranty and should be swapped or replaced at the time of installation.
- Exclusively, **Transfer Case Warranty** is limited to the case and internally lubricated components. Electrical accessories such as switches, solenoids, sensors, encoder motors, etc... are not covered under the warranty. Accessories and attached parts that may or may not be included with the transfer case are not covered by the warranty and should be swapped or replaced at the time of installation.
- Exclusively, **Axle Assembly Warranty** is limited to the case and internally lubricated components. Accessories such as switches,

solenoids, sensors, brake backing plates, brake shoes or discs, rotors, cables, hoses, tubing, etc... are not covered under the warranty.

Accessories and attached parts that may or may not be included with the axle assembly are not covered by the warranty and should be swapped or replaced at the time of installation.

□ Tolpa's Auto Parts does not pay labor for switching such parts. Other parts including switches, sensors, cables, electronics, belts, hoses, thermostats, water pumps and manifolds including gaskets are not covered under this warranty and should be replaced by the installer prior to operation of the component. All warranties also exclude normal wear parts such as: sparkplugs, water pumps, belt tensioners and idlers, thermostats, bearings, bushings, etc.

□ Tolpa's Auto Parts limited warranties do not provide payment(s) or reimbursement(s) for incidental, consequential, special or exemplary damages including but not limited to: Loss of time, income, sales or profits; Towing, Lift, Dock or Storage Fees; Motel, Lodging and or travel; Phone call or communication expenses; Tune Ups and regular preventive maintenance; Injury, or death, damage or destruction of property; the cost of related parts, rental vehicles or diagnostic fees. This warranty only applies to the originally purchased product and does not apply to products that may be provided as a replacement. No action by Benwood Auto Parts under this warranty shall extend the original warranty period or alter its obligations.

□ Labor expenses coverage is for individuals **who have** purchased a labor warranty from Tolpa's Auto Parts only. Labor expenses will only be paid on motors, transmissions, transaxles, axle assemblies, differential, and carrier assemblies.

○ Labor reimbursement (if applicable) will be in accordance with the original installation hourly rate and labor hours incurred, not to exceed the rate of \$50.00 per hour and not to exceed the applicable hours schedule for the work performed as published in the Mitchell Repair Manual. Labor reimbursement is limited to a maximum of \$500 or the purchase price of the product, whichever is less.

□ Tolpa's Auto Parts may, at its discretion, utilize an independent contractor to review any warranty claims, inspect the part/product and/or provide technical support. This is done to ensure everyone involved is treated fairly. The independent contractor may contact you or your mechanic and ask for documentation, repair history, and maintenance records.

This warranty gives you specific legal rights. Any cause of action arising from any warranty must be commenced in a court of competent jurisdiction in Town of Steuben, NY.