

**HD TRUCK REPAIRS AND SERVICES LLC LIMITED  
TRANSMISSION AND DIFFERENTIAL WARRANTY AND LIABILITY**

Subject to the terms and conditions set forth herein, HD Truck Repair and Services LLC (hereinafter "HD") warrants each used transmission and differential to be serviceable and functional and free from failure due to defects in materials and workmanship for a period of one (1) year from the original date of purchase. In the event of defect, HD reserves the right to, at its option, repair, replace or refund the purchase price of faulty or defective components or parts for fulfillment of its obligations under this Warranty.

**TERMS AND CONDITIONS**

This Warranty is not transferrable and shall not exceed the original purchase price. The original purchase invoice is required for any Warranty claim. For any transmission or differential warranty claim, the vehicle must be brought to HD for troubleshooting and diagnosis. Parts exchanged for replacements under this Warranty are covered under the original Warranty only for the remainder of the original Warranty period. Costs relating to transport and delivery of the vehicle to HD shall be at the expense of the Purchaser. HD shall not be liable for any costs for inconvenience, loss of vehicle, lost wages, storage fees, mileage, labor or any other expenses related to the installation of the faulty or damaged transmission or differential. This Warranty may not be changed or modified in any way except in writing by HD.

**WARRANTY COVERAGE AND EXCLUSIONS:**

This Warranty shall cover repairs for gear noises, bearing failure, air shift issues, and improper installation by HD. HD is not responsible for oil failure, shock load on gearing, improper oil line diagnosis and/or replacement, synchronization failure, or improper installation by a third party. Damage resulting from use of the incorrect components shall void this Warranty. This Warranty shall not extend to repairs for, including, but not limited to, excessive operating temperature, transmission rear seal leakage, nor does it cover failures caused by engine, clutch, driveline; including transmission synchronizer pin breakage, or other truck components or system.

HD is not responsible for damage resulting from a transmission or differential that has been altered, modified, disassembled, or damaged by misuse or accident subsequent to purchase. HD is not responsible for failures or damage due to improper lubrication or operation in excess of original design limitations, or failure to follow normal published preventative maintenance guidelines of the O.E.M. This Warranty does not cover damages as a result of negligence by Purchaser or improper installation by Purchaser or any third party.

## WARRANTY LIMITATIONS

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, HD TRUCK REPAIR AND SERVICES LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING IS THE LIMIT OF THE LIABILITY OF HD AND IS THE EXCLUSIVE AND SOLE REMEDY OF THE PARTY TO WHOM THIS WARRANTY IS MADE. LIABILITY ON THE PART OF HD FOR DAMAGES, EXPRESSLY INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES IS HEREBY DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.