

WESTRANS COMPANY REMANUFACTURED PRODUCTS WARRANTY

Westrans warrants that remanufactured Westrans products will be free from defects in material and workmanship, as is reasonable, and conform to Westrans Company specifications. Westrans Company will warrant products for <u>24 months</u> from date of invoice with unlimited mileage under normal use and application. Warranty is limited to the current owner, and is not transferrable. Westrans shall determine, within its sole discretion, the proper course of action with respect to replacement or repair of that unit.

<u>TO ALL CUSTOMERS</u>: Where Westrans replaces an original unit or performs warrantable service to a unit (including, but not limited to standard and automatic transmissions), Westrans reserves the right to exercise its sole discretion with respect to all decisions taken or permitted to be taken under warranty. Warranty repairs do not extend the original warranty. Westrans will be the final authority in the event cause of defect cannot be mutually agreed upon.

LIMITATION OF WARRANTY AMOUNT

Notwithstanding the application of the full warranty or the limited Warranty to a unit, Westrans shall not be liable for any amount in excess of the total price stated within the final Westrans invoice for purchase and sale of that unit. This warranty is made expressly in lieu of any other warranties expressed or implied, in including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligation or liability on the part of the manufacturer. Westrans shall in no event be liable for consequential damages. Westrans neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of a Westrans Remanufactured product. This warranty is in of lieu of any other warranty, express or implied, including any implied warranty of fitness for a particular purpose or any implied warranty of merchantability.

WARRANTY EXCLUSIONS

Notwithstanding the application of the full warranty or the limited Warranty to a unit, Westrans shall not perform warranty services with respect to the unit if, in the sole discretion of Westrans, one or more of the following events has been done 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
 - o 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 manufacturers (OEM) factory
 - Increased or decreased tire size outside of the size authorized by the Original Equipment Manufacturer (OEM)at the time said vehicle left the factory
 - o Modifications that force the unit to operate in a matter other than what it was designed for
 - O Using unit in a non-OEM or non-approved application
 - Modifications to exchange units
 - o Failures 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 additives being used, etc.)
 - O Damage or failure to said unit due to any related, peripheral, or mating parts not supplied or installed by the Westrans (including but not limited to; drive shafts, power take-offs, flywheel, clutches, transmissions, transfer cases, axles, tires, rims, etc.)
 - o Incorrectly installed Power Take-Off (PTO) units, where applicable
 - o Mismatched tire sizes or unevenly worn tires
 - o Failure due to accidental or consequential damage
 - o Damage caused in shipping of said unit
 - Failure for any reason due to unit operated low on lubricant (including but or limited to seal leaks and improper fluid level maintenance)
 - o Failure due to wrong lubricant used
 - o Failure due to lack of maintenance (includes but is not limited to: periodic adjustments, changing lubricant at OEM specified intervals, and maintaining proper lubricant levels at all times)
 - Improper installation into vehicle (including but not limited to, bent input shaft, loose mounting bolts, misalignment, lack of sealant, bent or distorted axle housing)
 - o Unit components being worn due to normal vehicle use
 - o Failure due to shock loads, is non-warrantable
 - o Improperly operating air systems
 - o Driveline vibrations
 - o Any issues with shift quality that are not reported immediately, void warranty
 - o Purchase of said unit from any source that is not an authorized Westrans dealer
 - Warranty services shall be withheld by Westrans if there is a balance owing by the purchaser with respect to that unit.
 - Towing Charges

OBLIGATIONS AND PROCEDURES IN THE EVENT OF UNIT OPERATIONAL FAILURE

In the event that the unit experiences operational failure or an operational concern, Purchaser must contact The Westrans location closest to the location of the Purchaser's vehicle that houses the unit (for a complete list of Westrans locations and for contact information, please visit www.westrans.com). Purchaser shall contact the closest Westrans 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 Westrans. Westrans will take reasonable steps to determine the cause(s) of the unit operational failure or operational concern. Upon making a determination, Westrans will advise the Purchaser of the recommended course of action, such determination and recommendation to be made in accordance with this Limited Unit Warranty.

In its sole discretion, acting reasonably (when time is of concern) Westrans, may recommend that the Purchaser purchase a replacement unit (plus applicable core charge) at the current market price for that replacement unit. Where the full warranty or limited warranty applies to the original unit, and the purchaser purchased a replacement unit on Westrans recommendation, Westrans may subsequently issue a credit for a portion or all the cost of the replacement Unit. The core charge related to the replacement Unit will be refunded to the Purchaser using Westrans standard core evaluation criteria. Required parts must be returned freight prepaid to Westrans Company following Westrans shipping instructions.

All units must be returned with a Return Authorization Number and the required warranty or core return document. (Available at www.westrans.com)

THIRD PARTY REPAIR SERVICES

In some circumstances when a warrantable failure of a unit occurs outside of Westrans reasonable trading area, or at such time where contacting Westrans is not possible, and at Westrans sole discretion, Westrans may authorize a third party repair facility to repair the unit (to a maximum of the cost of the original unit), providing Westrans, has issued an Authorization for Repair PRIOR to any repair. Westrans reserves the right to refuse any charges, in part or in whole, from any repair station not authorized by Westrans to perform warranty repairs.

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

Further to the above, Westrans may offer to pay up to the following amounts for warranty failures that happen outside of a 250 kilometer radius of the nearest Westrans service location. Westrans must be contacted and provide <u>written authorization</u> prior to the removal or repair of any units under possible warranty consideration. Failure to do will result in a denial of any warranty labour claims, and may result in the voided warranty liability on the unit in question. Should Westrans authorize third party repairs, the following labor rates will apply:

| Product | Warranty Period | Year 1 | Year 2 |
|--------------------------------------|-------------------------------|---------------------------------|------------|
| W D M 15 5 5 5 | A.V | D01 D 1 T' | D . O . |
| Heavy Duty Manual Transmission Tier1 | 2 Years Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | Parts Only |
| Heavy Duty Manual Transmission Tier2 | 1 Years Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | Parts Only |
| Heavy Duty Differential | 2 Years Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | Parts Only |
| Mid-Range Transmission | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Alisson AT/MT | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Allison 1000/2000/3000 | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Steering Gear | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Compressor | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Clutch | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Automatic Transmissions | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Custom Rebuilds (To WST Spec) | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Drive Shaft 2WD Highway | 1 Year Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| Drive Shaft 4 x 4 Highway | 6 Months Unlimited Kilometers | P&L Book Time – \$75.00 Per Hr. | N/A |
| | | | |

Please contact the location nearest you for Warranty and Service information.

Or Visit www.westrans.com

WINNIPEG MB: 515 Oak Point Hwy, R2R 1V2 • Tel: 204-633-9272 • Toll Free: 1-800-463-6461 • Fax: 204-632-6305 **REGINA SK**: 559 McDonald St. S4N 4X1 • Tel: 306-721-7211 • Toll Free: 1-800-667-7211 • Fax: 306-721-7215

Email: WSTwarranty@westrans.com