



Accupart™ Exclusive One Year Limited Warranty

Your Accupart™ branded parts are covered by the following **Limited Warranty** provided exclusively by Quadratic, Inc., 1028 Saunders Lane, West Chester PA 19380. This **Limited Warranty** is the only warranty made in connection with purchase. Quadratic® neither assumes nor authorizes any vendor, retailer or other person or entity to assume for it any other obligation or liability in connection with this product or **Limited Warranty**. This Limited Warranty *does not apply and is not cumulative* to any accessory or part distributed by Quadratic® for which the Manufacturer provides a separate written warranty.

What is Covered: Subject to the terms, exclusions and limitations herein and with respect only to Accupart™ branded parts first sold in the United States, Quadratic® warrants to the initial retail purchaser only that your Accupart™ part or accessory shall be free of defects in material and workmanship: **for a period of One (1) year or 12,000 miles from date of retail purchase.** This Limited Warranty is not assignable and shall terminate upon sale of the vehicle upon which the Accupart™ part or accessory is installed or other transfer to third persons. All other warranties are hereby disclaimed, except to the extent prohibited by applicable law in which case any implied warranty of merchantability or fitness for a particular purpose on this product is limited to 1 year or 12,000 miles from date of initial retail sale. Quadratic® reserves the rights to: (a.) require invoice or other proof your accessory is within the terms of this **Limited Warranty** as a condition of warranty service and, (b.) make future revisions to this product and **Limited Warranty** without prior notice or obligation to upgrade your winch.

What is Not Covered:

Your Accupart™ **Limited Warranty** does not cover products or parts Quadratic® determines to have been damaged by or subjected to: (a.) installation damage, alteration, modification, combination with other parts, failure to maintain or improper repair or service, (b.) normal wear & tear, cosmetic damage or damage from moisture or water immersion, (c.) Acts of God, accidents, misuse, negligence, inadequate mounting or impact with vehicle(s), obstacles or other aspects of the environment, (d.) theft, vandalism or other intentional damage (E.) alteration, modification, misuse or failure to maintain (f.) damage in any part attributable to: (1.) vehicle systems or components (including electronic stability control) or (2.) combination with non-Accupart™ products (G.) the following electrical components are excluded from this limited warranty: switches, sensors, and relays (H.) installation on Commercial or Fleet vehicles.

Remedy Limited to Repair/Replacement:

The exclusive remedy provided hereunder shall, upon Quadratic® inspection and at Quadratic's option, be either repair or replacement of product or parts (new or refurbished) covered under this Limited Warranty. Customers requesting warranty consideration should first contact Quadratic® to obtain a RGA number (610-701-3336). All labor, removal, shipping and installation costs are customer's responsibility.

Other Exclusions –Limitation of Damages - Your Rights Under State Law:

In consideration of the purchase price paid, neither Quadratic® nor any independent Quadratic® distributor/licensee are responsible for any time loss, rental costs, or for any incidental, consequential, punitive or other damages you may have or incur in connection with any part or product purchased. Your exclusive remedy hereunder for covered parts is repair/replacement as described above. This **Limited Warranty** gives you specific rights. You may also have other rights that vary from state to state. For example, 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.