

# ALL TERRAIN CONVERSIONS, LLC LIMITED WARRANTY

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All Terrain Conversions, LLC (ATC) warrants to the original consumer that its products shall be free from defects in materials and workmanship for a period of three (3) years or 36,000 miles, whichever comes first. At its option, All Terrain Conversions, LLC, at its sole discretion, will repair or replace any All Terrain Conversions, LLC product it deems to be defective within such warranty period. This warranty shall not apply if the All Terrain Conversions, LLC product has been damaged by unreasonable use, accident, negligence, service or modification by anyone other than All Terrain Conversions, LLC or its affiliates, or by any other causes unrelated to materials and workmanship. Warranty may be transferable to additional owners provided certain criteria including vehicle re-certification are met. These criteria are as follows:

- A. The warranty transfer shall not extend the original warranty beyond 3 years and 36,000 measured from the original production date of the conversion.
- B. The conversion is certified by All Terrain Conversions, LLC or one of our certified stocking dealers to meet the criteria established by ATC at the time of the requested transfer of said warranty.
- C. The requesting party pays the established price of said certification as of the time of request

## Exclusions and Additional Limitations

This warranty relates to the condition of All Terrain Conversions, LLC product at the time it is manufactured and does not cover parts or service as a result of:

- a. Any expense not pre-approved, in writing by All Terrain Conversions, LLC. Consideration will be given for emergency expenses when All Terrain Conversions, LLC can not be reached by calling the **Service Department at (877) 291-6309**.
- b. Normal wear and tear or required maintenance
- c. Abuse including, without limitation: neglect, improper operation, misapplication, overloading, accident or alterations not approved by All Terrain Conversions, LLC.
- d. Lack of maintenance including, without limitation: failure to inspect and maintain, improper repair, use of parts not approved by All Terrain Conversions, LLC. All parts must be obtained from or approved by All Terrain Conversions, LLC.
- e. Damage caused in transit or as the result of the following:
  - i. Acts of God, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle
  - ii. Misuse of the vehicle such as overloading, racing or other off-road competition.
  - iii. Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain fluids, fuel, lubricants, or refrigerants recommended in the vehicles owner's manual.
- f. Customer modifications including but not limited to software changes, mechanical alterations or changes in the vehicle's center of gravity.
- g. **Surface rust and paint peeling are NOT covered by warranty**, however it is recommended that rust should be sanded and repainted to maintain structural integrity as a part of routine maintenance. Structural failure due to rust will be deemed as improper maintenance and not covered by warranty
- h. Rental vehicles are not a covered expense while vehicle is being repaired or serviced.
- i. Towing and emergency roadside service are not covered. This can be covered with personal auto insurance or auto clubs.

All Terrain Conversions, LLC will not be liable for any consequential damages, loss or expense arising in connection with the use of or the inability to use its goods for any purpose whatsoever. All Terrain Conversions, LLC's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable.

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Products will be considered accepted by customer unless written notice to the contrary is given to All Terrain Conversions, LLC within ten (10) days of such delivery to customer. All Terrain Conversions, LLC shall not in any case be liable for any event occurring or defect discovered with regard to said product unless written notice thereof is given to All Terrain Conversions, LLC within thirty (30) days of such product delivery to customer.

All Terrain Conversions, LLC is not responsible for loss or damage to products owned by customer and located on All Terrain Conversions, LLC's premises caused by fire or other casualties beyond All Terrain Conversions, LLC'S control.

All Terrain Conversions, LLC Dealers may offer services on credit accepting payment directly from All Terrain Conversions, LLC. However, in the event a dealer or service provider does not extend credit, **preapproved services will have to be paid for by customer and submitted directly to All Terrain Conversions, LLC for reimbursement.** Approved expenses will be reimbursed by check and mailed within 30 days of receiving all materials deemed necessary by All Terrain Conversions, LLC.

This warranty will be governed by and construed in accordance with the laws of the State of Indiana, including the Indiana Uniform Commercial Code and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the State of Indiana