

GERMAN TRANSAXLE OF AMERICA, INC

2185 NE 2nd ST, BEND, OR 97701

PO BOX 5845, BEND, OR 97708

541 382-7723 FAX 541 382-8037

Limited Warranty

Thank you for purchasing a rebuilt transmission from German Transaxle of America, Inc. (GTA). We warrant our rebuilt transmissions and transaxles to the original purchaser on a pro-rated basis to be free from defects in workmanship and materials for a term of 24 months from date of purchase or 24,000 miles, whichever comes first. For this warranty to apply you must perform all recommended maintenance and the warranted product must be installed in a vehicle you own that has an odometer in normal operating condition at time of installation and throughout the warranty term. GTA excludes from this warranty all seals and gaskets after the first 12 months/12,000 miles.

Registration Required. The original purchaser's failure to register this warranty within 30 calendar days after the installation VOIDS this warranty. You must fill out and deliver to GTA the Warranty Registration card within 30 days of installation.

Costs for Transmission Removal / Reinstallation and Shipping. During the warranty term, should it be necessary to repair our unit due to a covered defect, we will repair that unit and pay ground shipping costs limited to \$200.00, within the contiguous United States, (this excludes Alaska and Hawaii). We cover \$60.00 per hour for both the removal and reinstallation of the transmission, according to the Mitchell Manual, not to exceed \$500.00 total.

Exclusions. GTA does not warrant units used in non-stock vehicles, or with non-stock engines, or when used in commercial applications. GTA does not warrant this unit unless **full synthetic** ATF and BG Ultra Guard gear oil (when applicable) are used. **DO NOT** use factory ATF, it is not compatible. We do not warrant units damaged by overheating, improper installation, improper maintenance, negligence, abuse, vehicle computer fault, or accident. A re-learn or replacement of the Transmission Control Module is required when installing one of our automatic units for this warranty to remain in effect. **VW EuroVan transaxles only**—must use our aftermarket cooler for the warranty to apply and the shop you chose must have the VCDS software to do a relearn. Do not install this transaxle without this program. GTA does not warrant automatic units that do not have coolers installed at time of installation. External factors that lead to overheated units void the warranty. External factors include without limitation improper flushing of oil cooler and / or seal failures resulting in loss of fluids. Failure to obtain GTA's written pre-approval for any warranty work voids this warranty. If you feel, smell or hear anything abnormal with your vehicle, stop driving and immediately tow to a shop for inspection! Any continued driving of the vehicle voids this warranty. Normal maintenance, such as checking and maintaining oil levels, is beyond our control, and is the responsibility of the customer. Failure to perform normal maintenance voids our warranty. At a minimum normal maintenance requires the 1st service of your transmission at 15,000 miles from installation, and every 30,000 miles thereafter. You must present professional service and maintenance records at time of claim for warranty work.

Limitations. This warranty is limited to repair and / or replacement of defective parts. Consequential damages including without limitation towing, goods or property lost or damaged, lost income, personal injury or death, lodging, food, or rental vehicles are not covered by this warranty. GTA's liability is limited to the price paid for original service and parts. **GTA gives no implied warranties of merchantability or usefulness for a particular purpose. There are no warranties which extend beyond the description on the face hereof.**

Pro Rata. This warranty is pro-rated. Benefits decline with time and miles. To make a warranty claim the customer must provide GTA a signed and written claim of warranted failure (a "claim"). Claims must include the date and the mileage on date of claim. GTA will determine whether this warranty covers a claim. At GTA's sole option, GTA will either contribute to the repair costs, or refund a portion of the original purchase price ("purchase price"). GTA's warranty obligation is the lesser of:

1. the purchase price multiplied by the fraction of miles remaining under warranty, or
2. the purchase price multiplied by the fraction of months remaining under warranty.

Miles or months remaining under warranty are calculated as of the date of claim delivery to GTA. For example if customer delivers its claim to GTA 12 months and 18,000 miles into the warranty term GTA will contribute 1/4 of the purchase price towards repair or replacement because 1/4 is the lesser fraction of miles or months remaining under warranty ($18,000 \text{ miles} / 24,000 \text{ miles} = 1/4$; $12 \text{ months} / 24 \text{ months} = 1/2$). The customer is responsible for payment of the remainder of repair costs.

Non-Transferable. GTA's warranty is to the original unit purchaser for the original installation in a vehicle owned by the purchaser. This warranty is non-transferable.

Attorney Fees and Costs. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Warranty, or otherwise with respect to the subject matter of this Warranty, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal. Costs include those costs allowed under Oregon law and costs of expert witness fees, court recorder fees, deposition costs, and transcription costs.

Venue. Any action or proceeding seeking to enforce any provision of this Warranty or based on any right arising out of this Warranty must be brought against any of the parties in Deschutes County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

We appreciate your business and confidence in GTA. Thank you again for buying one of our products; we strive to do the best work possible and wish you many miles of trouble-free driving