

E-TransControl™

1 year Limited Product Warranty

Limited Warranties: E-TransControl, warrants to the original end-user ("Purchaser") of the Product that the Micro Controller or other products manufactured by E-Transcontrol (the 'Product') shall be free from defects in materials and workmanship for a period of **one (1) year** (the "Limited Product Warranty"). The Limited Warranty shall commence on the the date the purchaser of the Product makes original purchase from the authorized distributor or retailer. If within the warranted period the Product is determined by E-Transcontrol, based on reasonable evidence of a defect provided by Purchaser, E-Transcontrol will, at its sole option, (a) repair the Product or replace it with an equivalent product, or (b) take back the Product and refund the purchase price to the Purchaser.

Conditions, Limitations and Exclusions: E-Transcontrol is not responsible for, and Purchaser hereby agrees to bear, the costs of any on-site labor and any costs associated with the installation, removal, re-installation, shipping or transportation of the Product or any components thereof for replacement or service. (Note: the foregoing may not be applicable to consumer sales in certain jurisdictions.) E-Transcontrol may, at its sole discretion, use new, re-manufactured or refurbished parts or products when repairing or replacing your Product under this warranty. Any exchanged or replaced parts or products will become the property of E-Transcontrol.

This warranty is extended only to the original end-user purchaser and is not transferable, provided that as long as the Product has not been physically removed or altered, any subsequent owner of the Vehicle shall have the same Limited Warranty rights as the original Purchaser.

The Limited Warranties do not apply to Products installed (a) outside the U.S.A. or Canada, or (b) in corrosive atmospheric conditions, including, but not limited to chemical fumes, salt spray, acidic rain or surface temperatures which exceed 120 degrees Fahrenheit. The Limited Warranties do not cover damage to the Product's anodized finish or electronic circuit boards caused by moisture, condensation, or other contamination resulting from improper storage, packing or handling. The Limited Warranties do not cover damage to the Product that occurs during shipment or prior to or during installation. The Limited Warranties shall be void if the Product is not installed in accordance with E-Transcontrol's written installation instructions for the Product, or if the Product has been modified, repaired, or reworked in a manner not previously authorized by E-Transcontrol in writing, or if the Product is installed in an environment for which it was not designed.

As used herein, the term "chalking" refers to the powdery residue formed by the oxidizing of metal, and excludes any foreign residue deposited on the finish by the surrounding atmosphere, including, but not limited to, soot, dust, plaster, cement, etc. The Limited Warranty is void if corrosive oxidation is found on the circuit board or circuit board connections.

E-TRANSCONTROL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED WARRANTIES MADE HEREIN. E-TRANSCONTROL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THAT ANY SUCH IMPLIED WARRANTIES CANNOT BE FULLY DISCLAIMED AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF ORIGINAL PURCHASE.

TO THE FULLEST EXTENT PERMITTED BY LAW, E-TRANSCONTROL DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE PRODUCT, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE OF WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGE OR INJURY TO PERSONS OR PROPERTY, DAMAGES FOR LOST SERVICES, COST OF SUBSTITUTE SERVICES, LOST PROFITS OR SAVINGS, AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.

E-TRANSCONTROL'S MAXIMUM LIABILITY UNDER ANY THEORY OF LIABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR FOR ANY MANUFACTURING OR DESIGN DEFECTS, IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

To the fullest extent permitted by law, Purchaser's remedies for breach of warranty, or for manufacturing or design defects, shall be only as stated herein.

E-Transcontrol's Limited Warranty covers only the Product, and not related items such as Transmissions, Transmission internal components and/or Torque Converters. Manufacturers of such related items typically provide written warranties of their own.

Warranty Procedure: Purchaser should not contact the distributor or retailer where the Product was purchased. Please contact E-Transcontrol at: (505) 281-6004, info@e-transcontrol.com or E-Transcontrol, 23 Fishburn Lane, Edgewood, NM 87015.

Before returning any products to E-Transcontrol for warranty repair or replacement the purchaser must contact E-Transcontrol for a return authorization number.