

# ALL TERRAIN CONVERSIONS, LLC DBA as ATC Manufacturing

## LIMITED WARRANTY

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All Terrain Conversions, LLC DBA ATC Manufacturing 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, ATC Manufacturing, at its sole discretion, will repair or replace any product it deems to be defective within such warranty period. This warranty shall not apply if the ATC Manufacturing product has been damaged by unreasonable use, accident, negligence, service or modification by anyone other than ATC Manufacturing 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. 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 ATC Manufacturing or one of our certified stocking dealers to meet the criteria established 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 ATC Manufacturing 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 ATC Manufacturing. Consideration will be given for emergency expenses when All Terrain Conversions, LLC cannot 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 ATC Manufacturing.
- d. 4. Lack of maintenance including, without limitation: failure to inspect
- e. and maintain, improper repair, use of parts not approved by ATC Manufacturing. All parts must be obtained from or approved by ATC Manufacturing.
- f. 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.
- g. Customer modifications including but not limited to software changes, mechanical alterations or changes in the vehicle's center of gravity.
- h. **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
- i. Rental vehicles are not a covered expense while vehicle is being repaired or serviced.
- j. Towing and emergency roadside service are not covered. This can be covered with personal auto insurance or auto clubs.

ATC Manufacturing 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. A 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 ATC Manufacturing within ten (10) days of such delivery to customer. ATC Manufacturing 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 ATC Manufacturing within thirty (30) days of such product delivery to customer.

ATC Manufacturing is not responsible for loss or damage to products owned by customer and located on ATC Manufacturing premises caused by fire or other casualties beyond ATC Manufacturing control.

ATC Manufacturing Dealers may offer services on credit accepting payment directly from ATC Manufacturing. 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 ATC Manufacturing for reimbursement.** Approved expenses will be reimbursed by check and mailed within 30 days of receiving all materials deemed necessary by ATC Manufacturing.

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