

# MERITOR AFTERMARKET PARTS WARRANTY

## WARRANTY TERMS & CONDITIONS

We warrant all new parts for one year from date of shipment to the buyer against defective material or workmanship (but not against damage caused by accident, abuse or improper installation, maintenance or repair) when such parts are used on vehicles the specifications of which have been approved by our Engineering Department.

As the exclusive remedy under this warranty, we will, at our option, repair or replace such parts free of charge, or take back the nonconforming parts and refund the monies paid by buyer for such parts, if found on examination by us to be nonconforming and if any necessary return charges are prepaid.

If it is necessary to return any parts under this warranty, buyer agrees not to make any deduction on account thereof from remittances on current accounts while claims are in the process of disposition. Any expense incurred without our consent for repairs or replacement will not be allowed.

This warranty is a limited parts only warranty, and does not include any labor, regardless of the source of that labor.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.**

Only genuine Meritor replacement parts are covered by this aftermarket parts warranty.

## DEFINITIONS

### On-Road Application

- Operation on road surfaces made of concrete, asphalt, maintained gravel, crushed rock, hard packed dirt or other similar surfaces (moderate grades)
- Less than 10% off-road

### Off-Road Application

- Low mileage/low speed operations for vehicles not typically licensed for highway use