

LIMITED WARRANTY POLICY

RETURN PRIVILEGES AND DISCLAIMER OF ALL IMPLIED WARRANTIES, CONSEQUENTIAL DAMAGES OR OTHER LIABILITY

All products sold by Beck/Arnley Worldparts, Inc. ("**Beck/Arnley**") are warranted to be free of defects in material and workmanship, under the terms as stated below. If product(s) are found to have non-conformities in either materials or workmanship, Beck/Arnley will replace such products or credit the Beck/Arnley distributor at their current purchase price in accordance to the applicable Limited Warranty Policy. The replacement or credit privileges apply only to products determined at Beck/Arnley's sole discretion to be non-conforming within the applicable warranty period. The Limited Warranty Policy does not apply to racing, off road, marine, or industrial motor vehicles.

Beck/Arnley has four (4) Limited Warranty Policies:

- 1) The General Limited Warranty Policy, that applies to all Beck/Arnley products unless otherwise stipulated. A copy of which is attached as Schedule 1;
- 2) The Specified Product Limited Warranty Policy, that applies to the Ignition Wire Sets (175), the suspension products (101, 102), and the new water pumps (131). A copy is hereby attached as Schedule 2;
- 3) The New Distributors (185-5xxx) Limited Warranty Policy, attached as Schedule 3; and
- 4) The Commercial Limited Warranty Policy, attached as Schedule 4.

SCHEDULE 1: GENERAL LIMITED WARRANTY POLICY

Unless otherwise stipulated in Schedules 2 to 4, the applicable duration of the warranty period for Beck/Arnley-branded products ("Products") is **one (1) year; or 12,000 miles/19,000 kilometers (whichever comes first)**. This limited warranty does not apply to (i) accidents, alterations, negligence, misuse, wrong application or incorrect installation which results in or contributes to product failure; or (ii) Products installed on commercial, fleet, racing, off road, marine, or industrial motor vehicles. No Beck/Arnley distributor or any other retailer or installer may make any warranties on behalf of Beck/Arnley with respect to any Beck/Arnley Products to any consumer or customer to which it sells Beck/Arnley Products. This limited warranty is non-transferrable.

Beck/Arnley's sole obligation under the warranty is limited to replacement or credit for the price of the non-conforming Product, at Beck/Arnley's sole option. Cost of removal, installation, towing, replacement rental, storage, and repairs are not covered, nor are the cost of shipping and freight to return Products to Beck/Arnley. Replacement Products are individually warranted only under the same terms and for the remaining balance of the limited warranty period applicable to the replaced Product.

DISCLAIMER OF WARRANTIES. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY THAT LAW. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY. BECK/ARNLEY'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT OR CREDIT FOR THE PRICE OF THE PRODUCT, AS SET FORTH ABOVE. IN NO EVENT, WILL BECK/ARNLEY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LABOR, REMOVAL, REINSTALLATION, RENTAL REPLACEMENT, LOSS OF USE OF THE PRODUCT, LOSS OF PROFITS, LOSS OF REVENUE, LOST GOODWILL, CLAIMS OF EMOTIONAL DISTRESS, OR CLAIMS OF WARRANTY HOLDERS' CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, AND PROVINCE TO PROVINCE. EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL BECK/ARNLEY'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER.



If there is a warranty claim, the Beck/Arnley Product must be returned with the original invoice to Beck/Arnley distributor from whom the Product was originally purchased for verification and replacement under this warranty. Before making a warranty return, Beck/Arnley distributor must receive the appropriate authorization by providing a Beck/Arnley customer service representative with the required documentation. Beck/Arnley reserves the right not to replace the Products or credit the price of the Product if the Beck/Arnley distributor fails to obtain the proper authorization or submit the necessary documentation. THE STATUTE OF LIMITATIONS APPLICABLE TO ALL CLAIMS ARISING UNDER THIS WARRANTY OR OTHERWISE SHALL BE ONE (1) YEAR FROM THE DATE THE CLAIM FIRST ACCRUES.

Beck/Arnley Products are for vehicles manufactured for sale in the United States and Canada. The application information included in the Beck/Arnley catalog is compiled from the latest available information. Every attempt has been made to ensure the accuracy of the information. However, Beck/Arnley disclaims any responsibility for any damages of any kind arising in any way out of possible errors in the catalog.

To maintain its high standards, Beck/Arnley reserves the right to change the materials or design of the Products, without notice, to improve quality and/or availability. Under absolutely NO circumstances should these Products ever be used in, without limitation, aircraft, medical equipment, atomic energy devices or reactors.



SCHEDULE 2: THE SPECIFIED PRODUCT LIMITED WARRANTY POLICY

36 Months or 50,000 Miles / 80,000 Kilometers Limited Warranty

IGNITION WIRE SETS (175)

SUSPENSION PRODUCTS (101, 102)

NEW WATER PUMPS (131)

Unless otherwise stipulated in this Schedule 2, the General Limited Warranty Policy in Schedule 1 continues to apply.

Beck/Arnley Worldparts, Inc. (“**Beck/Arnley**”) warrants all specific products listed above (the “Products”) to the original purchaser against defects in materials or workmanship when used on private passenger cars and light trucks under normal operating conditions for a period of 36 months or 50,000 miles/80,000 kilometers, whichever comes first, as long as the original purchaser owns the vehicle on which these Products were originally installed per application listed in the catalog. This limited warranty does not apply to (i) accidents, alterations, negligence, misuse, wrong application or incorrect installation which results in or contributes to product failure; or (ii) Products installed on commercial, fleet, racing, off road, marine, or industrial motor vehicles. No Beck/Arnley distributor or any other retailer or installer may make any warranties on behalf of Beck/Arnley with respect to any Beck/Arnley Products to any consumer or customer to which it sells Beck/Arnley Products. This limited warranty is non-transferrable.

Beck/Arnley’s sole obligation under the warranty is limited to replacement or credit for the purchase price of the non-conforming Product, at Beck/Arnley’s sole option. Cost of removal, installation, towing, replacement rental, storage, and repairs are not covered, nor are the cost of shipping and freight to return Products to Beck/Arnley. Replacement Products are individually warranted only under the same terms and for the remaining balance of the limited warranty period applicable to the replaced Products.

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LIMITATION OF LIABILITY. BECK/ARNLEY’S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT OR CREDIT FOR THE COST OF THE PRODUCT, AS SET FORTH ABOVE. IN NO EVENT, WILL BECK/ARNLEY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LABOR, REMOVAL, REINSTALLATION, RENTAL REPLACEMENT, LOSS OF USE OF THE PRODUCT, LOSS OF PROFITS, LOSS OF REVENUE, LOST GOODWILL, CLAIMS OF EMOTIONAL DISTRESS, OR CLAIMS OF WARRANTY HOLDERS’ CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF



ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, AND PROVINCE TO PROVINCE. EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL BECK/ARNLEY'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER.

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To maintain its high standards, Beck/Arnley reserves the right to change the materials or design of the Products, without notice, to improve quality and/or availability. Under absolutely NO circumstances should these Products ever be used in, without limitation, aircraft, medical equipment, atomic energy devices or reactors.

SCHEDULE 3: NEW DISTRIBUTORS (185-5xxx) LIMITED WARRANTY

24 Months / Unlimited Mileage Limited Warranty

NEW DISTRIBUTORS (185-5xxx) LIMITED WARRANTY

Unless otherwise stipulated in this Schedule 3, the General Limited Warranty Policy in Schedule 1 shall apply.

Beck/Arnley Worldparts, Inc. (“**Beck/Arnley**”) warrants all new distributors (185-5xxx) (the “**Products**”) to the original purchaser against defects in materials or workmanship when used on private passenger cars and light trucks under normal operating conditions for a period of 24 months/unlimited miles, as long as the original purchaser owns the vehicle on which these Beck/Arnley Products were originally installed per application listed in the catalog. This limited warranty does not apply to (i) broken shafts, distributor caps, distributor rotors, accidents, alterations, negligence, misuse, wrong application or incorrect installation which results in or contributes to product failure; or (ii) Products installed on commercial, fleet, racing, off road, marine, or industrial motor vehicles. Disassembled units or those missing parts are ineligible for warranty replacement. No Beck/Arnley distributor, or any other retailer or installer may make any warranties on behalf of Beck/Arnley with respect to any Beck/Arnley Products to any consumer or customer to which it sells Beck/Arnley Products. This limited warranty is non-transferrable.

Beck/Arnley’s sole obligation under the warranty is limited to replacement or credit for the purchase price of the non-conforming Product, at Beck/Arnley’s sole option. Cost of removal, installation, towing, replacement rental, storage, and repairs are not covered, nor are the purchase price of shipping and freight to return Products to Beck/Arnley. Replacement Products are individually warranted only under the same terms and for the remaining balance of the limited warranty period applicable to the replaced Products.

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LIMITATION OF LIABILITY. BECK/ARNLEY’S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT OR CREDIT FOR THE COST OF THE PRODUCT, AS SET FORTH ABOVE. IN NO EVENT, WILL BECK/ARNLEY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LABOR, REMOVAL, REINSTALLATION, RENTAL REPLACEMENT, LOSS OF USE OF THE PRODUCT, LOSS OF PROFITS, LOSS OF REVENUE, LOST GOODWILL, CLAIMS OF EMOTIONAL DISTRESS, OR CLAIMS OF WARRANTY HOLDERS’ CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF



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SCHEDULE 4: COMMERCIAL LIMITED WARRANTY

60 Day Limited Warranty

COMMERCIAL LIMITED WARRANTY FOR ALL BECK/ARNLEY PRODUCTS

Unless otherwise stipulated in this Schedule 4, the General Limited Warranty Policy in Schedule 1 shall apply.

Any Beck/Arnley Worldparts, Inc. (“**Beck/Arnley**”) products (“**Products**”) installed on vehicles used for commercial purposes, including but not limited to use in commercial or fleet vehicles, is limited to a 60 day warranty against defects in workmanship or materials, from the date of purchase, which supersedes any other warranty, written or implied. This limited warranty does not apply to racing, off road, marine, or industrial motor vehicles. This limited warranty also does not apply to broken shafts, distributor caps, distributor rotors, accidents, alterations, negligence, misuse, wrong application or incorrect installation which results in or contributes to product failure. No Beck/Arnley distributor or any other retailer or installer may make any warranties on behalf of Beck/Arnley with respect to any Beck/Arnley Products to any consumer or customer to which it sells Beck/Arnley Products. This limited warranty is non-transferrable.

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