

Caliper Limited Warranty

NAPA Canada warrants to the customer who originally purchases the NAPA ProFormer remanufactured brake caliper (the "Product") that the Product will be free of defects in workmanship and materials. This limited warranty (this "Warranty") is not transferable, including to any subsequent owner of the Product.

The Warranty DOES NOT cover: (1) any losses due to misuse, accident, abuse, neglect, wear, or improper application or (2) Products that have been altered.

Replacement Guidelines. In order to receive the benefit of this Warranty, Customer must:

- 1. Have Purchased the Product through a NAPA authorized dealer;
- 2. Have Saved the original receipt; and
- 3. Return the defective Product to the original point of purchase, along with a copy of the original receipt.

If NAPA determines that the Product is defective, NAPA will, at its option, either (a) reimburse Customer the amount paid for the defective Product or (b) repair or replace the defective Product and, upon receipt of payment for shipment from Customer, ship the repaired or replacement Product to Customer's original point of purchase for pick-up by Customer. This Warranty is not extended if NAPA repairs the Product.

NO PERSON IS AUTHORIZED BY NAPA TO MODIFY OR ADD TO THIS WARRANTY.

THIS WARRANTY DOES NOT INCLUDE LABOR OR COVER THE COST OF ANY ADDITIONAL COM- PONENTS AND LABOR REQUIRED TO RESTORE THE BRAKE SYSTEM TO ITS PROPER OPERATING CONDITION.

This Warranty applies to each Product used in an American or Import car, van or light truck under 8,000 lbs. G.V.W. for a period of three (3) years after Customer's purchase of the Product or until the Product has been used for 60,000 km, whichever occurs first. For vehicles used for towing, racing, public service, security or government use, off-highway recreational use, four-wheel drive off-highway competition, fleet or commercial use, see below.

- Warranty is one (1) year from date of Customer's purchase for commercial, fleet, government/security under 8,000 lbs. G.V.W.
- Warranty is two (2) years from date of Customer's purchase for light trucks and vans equipped with diesel under 8,000 lbs. G.V.W.
- Warranty is for ninety (90) days from date of purchase for off-highway/competition under 8,000 lbs. G.V.W. This Warranty is null and void if the installed Product has been misused, misapplied, or contaminated or is not a correct application in accordance with the NAPA ProFormer Caliper Catalog. This Warranty is also null and void if the Product has prematurely worn out due to the malfunction of another braking system component.

TO THE EXTENT NOT PROHIBITED BY LAW, EXCEPT FOR THIS WARRANTY, NAPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, OTHER THAN THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR PERFORMANCE OF PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BY ACCEPTING THE PRODUCT, CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY NAPA OR ANY OTHER PERSON ON NAPA'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS WARRANTY. THE FOREGOING STATES NAPA'S ENTIRE AND EXCLUSIVE LIABILITY FOR ANY CLAIM.

NAPA SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSSES, DAMAGES, COSTS, LABOR OR EXPENSES, INCLUDING BUT NOT LIMITED TO ASSOCIATED COSTS OF PRODUCT REMOVAL AND INSTALLATION, VEHICLE DOWNTIME, LOSS OF REVENUE, TOWING FEES, DAMAGE, ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES OR FOR THE BREACH OF ANY EXPRESSED OR IMPLIED REPRESENTATION, CONDITION OR WARRANTY. THIS WARRANTY HAS NO CASH VALUE.

This Warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to Customer. To the extent any express or implied warranties cannot be disclaimed under the laws of Customer's jurisdiction, NAPA limits the duration and remedies for such warranties to the duration and remedies set forth in this Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Customer. This Warranty gives Customer specific legal rights and Customer may also have other rights, which vary from state or province where Customer lives.

