LIMITED WARRANTY

Merchandise is warranted to be free from defects in material or workmanship for the life of the merchandise. Gates Corporation will, at its option, replace or repair any merchandise proved defective in material or workmanship, or both, during the warranty period. This shall be the sole remedy for breach of warranty. Color fade and color difference is not warranted. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, HEREBY ARE EXPRESSLY DISCLAIMED. LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY AND INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, HEREBY IS EXPRESSLY EXCLUDED, REGARDLESS OF WHETHER THEY WERE REASONABLY FORESEEABLE, OR WHETHER SELLER HAD KNOWLEDGE THAT THEY COULD OCCUR. Warranty shall be void to the extent that any of the following, in the sole determination of Seller, occurs: (a) improper installation of the Products, including any unauthorized installation of Products into vehicles; (b) improper usage or maintenance by Buyer; (c) induction of defect by other products; (d) mishandling of the Products or other abuse; (e) improper matching with other applications; (f) collision, engine overheating or oil starvation, product misapplication or contamination, including, but not limited to, with oil or antifreeze; (g) the Products are used for racing or competition; (h) any use not recommended in writing by Seller.