

LIMITED COMMERCIAL WARRANTY POLICY

MCE Purkeys FE, LLC (hereafter “Purkeys”), warrants each product to be free of defects in material or workmanship under normal use and service. This warranty is for the benefit of Original Equipment Manufacturers, Dealers, Warehouse Distributors, Fleets, or other End Users (hereafter “Customers”) and covers products manufactured by Purkeys and sold new to Customers either directly by Purkeys or by its authorized dealers, distributors, or agents. The length of the Warranty Period is 36 months.

The warranty period commences on the in-service or install date and is not transferable. Failure to provide the in-service or install date on the warranty claim form will cause the warranty period to begin on the date the part was manufactured, or date of sale recorded on the original sales invoice, whichever is earlier.

A completed warranty claim form should accompany all parts submitted to Purkeys for consideration for repair or replacement under warranty. The submitted claim form should contain all of the information required. Lack of a properly or fully completed claim form will result in delay or denial of warranty claim. Claims must be submitted no later than 30 days after part is removed.

This warranty does not apply if, in sole judgement of Purkeys, the product has been damaged or subjected to accident, faulty repair, improper adjustment, improper installation or wiring, neglect, misuse, or alteration or if the product failure is caused by defects in peripheral vehicle components or components attached to the Product or failure of a part not manufactured by Purkeys.

This warranty shall not apply if any Purkeys product is used for a purpose for which it is not designed or is in any way altered without the specific prior written consent of Purkeys. **ANY** product alleged by a Customer to be defective must be inspected by Purkeys as a part of the warranty claims process in order to confirm that the part has failed as a result of a defect in material or workmanship.

Transportation for products and parts submitted to Purkeys for warranty consideration must be prepaid by Customer. Repaired or replaced products and or components will be returned to Customer pre-paid by Customer or “freight collect” to the address provided by Customer in the warranty claim form. No charge will be made for labor or material in effecting such repairs.

The Warranty provided by Purkeys hereunder is specifically limited to repair or replacement of the Product as Purkeys deems most appropriate in its sole discretion. Purkeys neither assumes nor authorizes any other person to assume on its behalf any other warranty or liabilities in connection with Purkeys products. The Warranty does not apply to fuses or other “consumable” or maintenance items which are or may be a part of any Purkeys product.

THIS WARRANTY DOES NOT APPLY TO LOSS OF VEHICLE OR EQUIPMENT, LOSS OF TIME, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. PURKEYS SPECIFICALLY DISCLAIMS AND SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES arising out of or from the use of Purkeys products by the Customer.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING COMMON LAW WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES. ALL OTHER SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED.

This Limited Commercial Warranty supersedes all previous Warranty Policies issued by Purkeys and any of its suppliers.