

Jacobs Vehicle Systems' Replacement Part Limited Warranty for Online Purchases

The Jacobs Engine Brake® replacement product (the "Product") is manufactured by Jacobs Vehicle Systems, Inc. ("Company") and is purchased with the following Limited Warranty: The Product is warranted to be free of defects in material and workmanship under normal use and service for the Warranty Period set forth below.

Product Warranted:

This Limited Warranty applies only to Product purchased through a Company authorized online distributor.

Warranty Period:

The Product is warranted for six (6) months, unlimited miles from the date of original purchase when accompanied by the invoice for such Product.

Warranty Obligation:

Under this Limited Warranty, the Company's sole obligation to the original purchaser is to replace or repair, at the discretion of the Company, the defective Product during the Warranty Period without charge after the Product has been returned to the Company's factory, postage paid. The Company may, in lieu of replacing or repairing the Product, provide to the original purchaser an amount in United States Dollars equal to the purchase price of the Product.

If it is determined by Company that the Product returned is not defective, purchaser agrees to pay Company a service fee of One Hundred (100) Dollars (USD) per Product returned. In addition, if purchaser does not provide Company with instructions for the return of the Product within three (3) months after receiving notice from Company that the Product is available for return, Company may dispose of the Product as it determines without any liability to Company.

Warranty Coverage Exclusions:

This Limited Warranty will NOT apply to any Company Product which has been improperly installed, altered, misused, abused or damaged as a result of negligence or accident. Any Product not manufactured by the Company and any damage to the Product or to its parts resulting from the use of non-Company parts is not covered under this Limited Warranty.

Sole and Exclusive Remedy:

THE COMPANY'S SOLE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY IS LIMITED TO THE OBLIGATIONS SET FORTH ABOVE, AND THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ALL OTHER WARRANTIES BEING HEREBY DISCLAIMED BY COMPANY AND WAIVED BY BUYER. THE COMPANY SHALL NOT BE LIABLE FOR ANY PROGRESSIVE ENGINE OR VEHICLE DAMAGE AND ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LAW.