

LIMITED WARRANTY

1. WARRANTY

1a. WARRANTY OF CONFORMITY AT TIME OF SALE

Source Engineering Inc. warrants that at the time of sale all products will be free from defects in material and manufacture and will conform to Source Engineering Inc. specifications for the product.

1b. CONDITIONAL

Source Engineering Inc. will provide an additional warranty (PARTS ONLY) to the ORIGINAL PURCHASER FOR THE LIFE OF THE VEHICLE (Trailing Arm Kits and Ride Enhancement Kits Only) will remain in good working order provided that the product is installed in accordance with Source Engineering Inc. instructions and is not subjected to (a) alteration (b) unauthorized repairs or misuse, abuse, commercial use or improper maintenance, (c) Acts of God (including without limitation hurricanes, tornadoes, floods, or other severe weather or natural phenomena), (d) failures due to products not supplied by Source Engineering Inc, or (e) other treatments, uses, or installations for which the product was not intended. This warranty extends only to the *first* retail purchaser-consumer of the product and is not transferable.

2. DISCLAIMER OF OTHER WARRANTIES

The preceding warranties are the exclusive and sole express warranties given by Source Engineering Inc.. They supersede any prior, contrary or additional representations, whether oral or written. No agent, representative, dealer or employee has the authority to alter or increase the obligations or limitations of this warranty. Any implied warranties, including the WARRANTY OF MERCHANTABILITY and any WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, are limited in duration to thirty days or the term of the applicable express warranty provided above, whichever is longer.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

3. EXCLUSIVE REMEDY FOR ANY NONCONFORMITIES

If during the applicable Warranty Period, the product does not conform to the preceding Warranties, notify Source Engineering Inc. as provided below, and within a reasonable time Source Engineering Inc. will provide replacement components for any nonconforming or defective product or component. Source Engineering Inc. will, at its option, (a) use new and/or reconditioned parts in performing warranty repairs and making replacement products, (b) use parts or products of original or improved design in the repair or replacement. If Source Engineering Inc. repairs or replaces a product, its warranty continues for the remaining portion of the original Warranty Period. All replaced products and all parts removed from repaired products become the property of Source Engineering Inc. . Source Engineering Inc. will not provide, and will not be liable for, disposal, shipping, freight, taxes or other incidental charges.

THESE REMEDIES ARE THE EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF WARRANTY.

For any breach of warranty, the Owner must telephone Source Engineering Inc. at 541-935-0308 within thirty (30) days after discovering the nonconformity. Do not return any product without first contacting Source Engineering Inc. and getting a return authorization number. Returned products must include the return authorization number and a copy of the original invoice bill or other proof of the date of purchase.

Source Engineering Inc. will authorize (a) shipment of the product to Source Engineering Inc. or (b) repair or replacement at the nearest warranty service center – in both cases with shipping at your expense. Do not purchase replacement parts or pay for repair labor – you will not be reimbursed. Compliance with the requirements of this paragraph is a condition to coverage under the Warranty: If these requirements are not complied with, Source Engineering Inc. will have no obligation to provide any remedy for any breach of warranty.

4. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL SOURCE ENGINEERING INC. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT

IN NO EVENT SHALL THIS WARRANTY COVER ANY PART THAT WAS NOT MANUFACTURED BY SOURCE ENGINEERING INC.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

5. APPLICABLE LAW

This Warranty will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Oregon without reference to its choice of law rules. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Warranty.

6. SEVERABILITY

If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the agreement.

7. ADDRESS FOR NOTICES TO SOURCE ENGINEERING INC.

PO Box 515 Elmira, OR 97437
541 935 0308

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.