



Encore Automotive, Inc. (“Encore”) warrants to the original retail purchaser (“Purchaser”) that its products (“Products”) are free from defects in materials and workmanship under normal use and service for a period of three hundred sixty-five (365) days or twelve thousand (12,000) miles, whichever occurs first, from the date of original retail purchase (the “Warranty Period”) (this “Limited Warranty”). This Limited Warranty is non-transferable and applies only to the original Purchaser. Most Products sold by Encore are covered by this Limited Warranty; however, certain exceptions may apply.

This Limited Warranty is designated as a “*LIMITED WARRANTY*” pursuant to the Magnuson-Moss Warranty (Federal Trade Commission Improvement Act, 15 U.S.C. §§ 2301–2312).

HOW TO EXERCISE YOUR WARRANTY

To make a claim under this Limited Warranty, Purchaser must:

- a. Submit a warranty claim promptly upon discovery of the defect to the original point of purchase or directly to Encore;
- b. Provide proof of purchase (original sales receipt or equivalent documentation);
- c. Return the Product in the original Encore-branded packaging with all original subcomponents; and
- d. Provide the necessary customer information so that warranty details may be entered into Encore’s warranty database.

Please retain all original sales receipts to be eligible for warranty service and Product replacement.

EXCLUSIVE REMEDY

As Purchaser’s sole and exclusive remedy, and Encore’s sole obligation under this Limited Warranty, Encore will, at its sole option, repair, replace, or provide credit for any Product that, in Encore’s reasonable determination, does not conform to this Limited Warranty due to a defect in materials or workmanship. Encore reserves the right to inspect any returned Product to determine whether it has failed because of a defect in materials or workmanship covered by this Limited Warranty. A replacement Product provided under a warranty claim will be warranted only for the remaining unexpired portion of the original Warranty Period.

EXCLUSIONS — NOT COVERED BY THIS LIMITED WARRANTY

This Limited Warranty does not cover failures or damage due to:

- a. accident or collision;
- b. improper use, installation, maintenance, or service;
- c. use with other third-party products that fail;
- d. abuse, misuse, modification, alteration, or neglect;
- e. failure to follow proper use or installation instructions;
- f. environmental conditions such as flood, chemical fallout, or natural disasters;
- g. installation or use in vehicles used for off-road, racing, or marine purposes, unless the Product is intended for those applications;
- h. normal wear and tear;
- i. use of improper tools during installation;
- j. tampering with, breaking, or removing any product seal, sticker, or label; or
- k. any condition beyond the reasonable control of Encore.

COSTS NOT COVERED

Labor, towing, rental car charges, removal and reinstallation charges, and all other incidental costs associated with the repair or replacement of the Product are not covered under this Limited Warranty and are the sole responsibility of Purchaser. Purchaser is responsible for all return shipping charges and related costs.



LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENCORE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO ANY PRODUCT, THE PURCHASE OF A PRODUCT, OR THE INSTALLATION OR USE OF A PRODUCT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.

ENCORE'S TOTAL AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM.

The liability limitations set forth herein shall ensure the benefit of Encore and its affiliates, distributors, retailers, suppliers, and wholesalers.

IMPLIED WARRANTIES

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY (365 DAYS FROM THE DATE OF PURCHASE).

STATE AND FEDERAL LAW NOTICE

This Limited Warranty gives you specific legal rights. You may also have additional warranties and rights under federal law or state law with respect to the Product.

Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

NON-MODIFICATION

This Limited Warranty may not be modified except by a written instrument that expressly states it is a modification of this Limited Warranty and is signed by an authorized officer of Encore.

GOVERNING LAW AND JURISDICTION

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles. Any action or proceeding arising out of or relating to this Limited Warranty or the Products shall be brought exclusively in the state or federal courts located in Orange County, California, and each party irrevocably consents to the personal jurisdiction and venue of such courts.

SEVERABILITY

If any provision of this Limited Warranty is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

ENTIRE AGREEMENT

This Limited Warranty constitutes the entire warranty agreement between Encore and Purchaser with respect to the Products and supersedes all prior or contemporaneous representations, understandings, or agreements regarding warranty coverage for the Products.