

EZ Trac™ WARRANTY

Warranty

Terra Drive Systems (“TDSDrive”) warrants EZ Trac hydraulic AWD systems and components supplied as a bare chassis to the owner, to be free from defects in material and workmanship under normal use* and service for 24 months or 100,000 miles from the ship date of the product from Terra Drive Systems**. TDSDrive warranties workmanship claims on units installed by TDSDrive for 6 months from the installation date. Extended warranty coverage available at additional cost. Terms of Extended Warranty are **24 months or 100,000 miles** from the conclusion of the standard warranty.

Terra Drive Systems warrants EZ Trac hydraulic AWD systems and components supplied as part of a custom retrofit, or modified system , to be free from defects in material under normal use* and service for 24 months or 100,000 miles from the ship date of the product from Terra Drive Systems**. Terra Drive Systems warrants custom retrofit AWD systems, or otherwise modified systems to be free from workmanship defects for 90 days after installation.

TDSDrive does not cover warranty on workmanship claims on chassis that were installed by a second party up-fitter. TDSDrive does not cover damage, defect or poor performance due to unauthorized modifications made to TDSDrive products.

Ownership

The warranty is non-transferable and applied to the original owner only. The owner is considered to be the individual or company which owns and is responsible for the vehicle VIN and title.

Maintenance

*Normal use and service means that the product will be installed, operated, inspected, and maintained in accordance with the applicable EZ Trac manual or instructions and any applicable vehicle manufacturer’s manual or instructions. For warranty claim processing the owner of the EZ Trac system may be required to provide maintenance records.

Terra Drive Systems customer service team can be contacted at any time after purchase and may be able to assist the customer with free resources and information.

Installer and Owner Responsibilities

The installer is responsible for installing the product according to TDSDrive’s approved procedures, for providing a copy of TDSDrive’s warranty and installation/parts manual to the owner, and for advising the owner of proper use, service, and maintenance required for the product. The Installer is responsible for any and all defects or claims associated with the Installation of the EZ Trac AWD system. TDSDrive shall not accept or consider any claims associated with Installation of AWD Systems that were not installed directly by TDSDrive.

The owner is responsible for operation, inspecting and maintaining the product according to the instructions in the installation/parts manual and any applicable vehicle manufacturer’s owner’s manual, and for properly instructing all operators and maintenance personnel.

Warranty Exclusions

This warranty does not cover normal wear components and deterioration:

- Brake Linings, Air Brake Chambers, Brake Drums, Slack Adjusters, S Cams and Bushings, King Pins and Bushings, U Joints and Tie Rod Ends

- This warranty does not extend to any TDSDrive axles or TDSDrive-authorized repair or replacement components that have been:
 - Used in contaminated or unauthorized hydraulic oil
 - Used in any application not intended by or contrary to written recommendations or specifications from TDSDrive and the vehicle OEM
 - Improperly installed, serviced, maintained or repaired
 - Involved in an accident, fire or other casualty
 - Misused, abused or neglected
 - Operated beyond the rated load capacity or capability of the TDSDrive axle or the respective suspension system or vehicle
 - Operated with component parts, (repair, replacement or otherwise) that are not manufactured, distributed, or authorized by TDSDrive
 - Subjected to abnormal operating conditions
 - Subjected to any damage or failure caused by or otherwise attributed to any vehicle components, systems or equipment that are not manufactured or distributed by TDSDrive.

- TDSDrive shall not be responsible for:
 - Any repairs performed by any unauthorized parties
 - Any costs associated with towing, downtime, or miscellaneous shop charges. This is including but not limited to; cleaning fees, damage done to other components during repair, or erroneous charges for standard materials such as oil.

Maintenance and Repair: Authorized Entities

TDSDrive shall not be responsible for any repairs or machines that have been maintenance by unauthorized sources.

For Maintenance, authorized entities shall be determined by either the Terra Dive Systems Manual provided at the time of sale, or by the Installer's Maintenance and Manuals provided at the time of sale to the customer.

For Repairs on the EZ Trac AWD system, the owner shall either refer to their Installer's requirements, or they shall contact Terra Drive Systems to complete a warranty claim, before repair is started.

At the time of a warranty claim or repair request, the owner of the EZ Trac system shall be required to complete documentation on their vehicle including VIN, Serial Numbers, hours of operation, detailed description of failure, provide pictures and or videos of defective item, and other requirements. A member of the TDSDrive EZ Trac warranty team shall provide the documentation and request the information deemed necessary at the time of contact for the owner to complete.

All Warranty claim documentation supplied by Terra Drive Systems to the EZ Trac Owner, shall be completed within 60 days of contact, unless expressly agreed upon and approved by Warranty Team Member prior to the time expiring.

Returns

The vehicle owner must contact a member of the TDS Drive EZ Trac Warranty team prior to return.

The vehicle owner may be required to provide substantial information about the vehicles history, use, maintenance, and other information prior to return.

A member of the EZ Trac Warranty team shall issue an RMA (Return Material Authorization). The owner shall be responsible for returning the defective product, prepaid freight, to Terra Drive Systems within 60 days of the RMA being issued. Should the owner fail to ship, or fail to provide evidence of timely shipping, the claim shall be denied, and no refund will be issued. TDS shall issue a credit to include the cost of the part and the freight charges, should the defect be found to be the responsibility of TDSDrive.

The Owner of the EZ Trac System shall not destroy, modify, or otherwise alter any parts on the system. Any Modifications to the system shall void warranty for the entire EZ Trac System.

Warranty Claims

The owner of the EZ Trac system is responsible for contacting a member of the TDSDrive EZ Trac Warranty department, and for providing completed information about their vehicle as well as completing any and all documentation required by the EZ Trac Warranty team.

If the EZ Trac system was installed by a 2nd party Installer, the owner of the system shall also be required to follow the installer's processes and procedures for filing a warranty claim, in addition to adhering to TDSDrive's requirements.

The owner of the system shall provide evidence, information and documentation to TDSDrive in a timely manner.

The owner of the system shall be liable for the cost of any urgently supplied replacement parts. If there are costs associated with the replacement of the claimed part, the customer shall be required to pay for the necessary repairs, and must receive an approved cost allowance document from TDSDrive. This document will provide specific information related to the repair being authorized, and shall hold TDS liable if the item claimed is deemed to be warrantable. TDSDrive shall inspect and review all warranty returned parts to investigate the root cause of the defect. If the defect is determined to be covered by our warranty, TDSDrive shall issue a credit to the customer for the cost of the replacement part, and shall pay up to the approved value agreed upon in the approve cost allowance sheet. TDSDrive will not pay for fees or charges related to repairs if they have not been agreed to prior.

The EZ Trac warranty department must agree to and approve of any costs associated to repairs being performed by an authorized entity before the repair is performed. TDSDrive reserves the right to enforce reasonable industry standard pricing for repairs, replacements, and incidental costs associated with a warranty claim.

Should the EZ Trac service department preform the repairs, the owner shall provide a reasonable timeline for repairs to be completed, and a safe working environment for repairs to be performed, this shall include but not be limited to: Well lit work area, work area free of immediate hazards, etc. The EZ Trac service team, shall decline to service or repair a vehicle if the service area is deemed to be unsafe.

Limitation of Warranty

THE LIABILITY OF TDSDrive UNDER THIS WARRANTY SHALL BE LIMITED SOLELY TO THE ABOVE- REFERENCED COSTS ASSOCIATED WITH THE REPAIR OR REPLACEMENT, BY AN AUTHORIZED PARTY, OF APPLICABLE TDSDrive/EZ TRAC PARTS THAT ARE DETERMINED BY TDSDrive TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. TDSDrive SHALL NOT BE LIABLE FOR (a) ANY REPAIRS PERFORMED BY ANY UNAUTHORIZED PARTIES, OR (b) ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, TOWING EXPENSES, DOWNTIME EXPENSES, LOST PRODUCTIVITY, ECONOMIC LOSS, LOST REVENUE, LOST PROFITS, CARGO DAMAGE, LOSS OF USE OR DAMAGE TO OTHER PROPERTY, OR ANY OTHER LOSSES OR COSTS RESULTING FROM A TDSDrive/EZ TRAC DEFECTIVE PART COVERED UNDER THIS WARRANTY.

Disclaimer

THE ABOVE WARRANTY IS EXCLUSIVE. TDSDrive MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

No agent, distributor, dealer or employee of TDSDrive has authority to extend the scope of this warranty. This warranty applies only to products which are sold and used only in the United States, Canada and Mexico.

TDSDrive reserves the right to make changes and improvements in design or specifications without notice and without obligation to provide or to substitute new design modifications for those EZ Trac systems or components already in service.

TDSDrive will at its option refund the purchase price of, or repair or replace without charge for parts, any EZ Trac product determined by TDSDrive to be defective in material or workmanship during the applicable warranty period. Labor allowance, if applicable, will be determined in accordance with TDSDrive's warranty labor rate and time allowances established from time to time. These remedies are exclusive. In no event shall TDSDrive's liability exceed the purchase price for the EZ Trac product when sold by TDSDrive to the first buyer.

TDSDrive shall not be liable for any incidental or consequential damage or expense resulting from any product defect, including but not limited to loss of profits, loss of use of equipment, increased costs or other expenses.

TDSDrive has the sole discretion and authority to approve or disapprove a warranty claim and authorize the repair or replacement of defective or non-functioning parts.

Terra Drive Systems 9098 W. 800 S.

Brookston, IN 47923

Web: www.eztracawd.com