



**Doc #:** UD44WAR102015

**Date:** October 20, 2015

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## **Subject: The Ultimate Dana 44™ Axle Warranty Statement**

Subject to the conditions stated herein, Dana Aftermarket Group of Dana Limited ("Dana") warrants to purchasers of The Ultimate Dana 44™ axle, components, and assemblies ("Products") - that the Products shall be free from defects in material and workmanship and shall conform to Dana's published specifications under normal use and proper maintenance for the warranty periods described in the "Warranty Periods" section below. This warranty extends to Dana's direct customers.

Product parts and components manufactured by others (such as, wheel seals and tie rods) are warranted solely by their manufacturers and not by Dana.

Dana assumes no responsibility for the selection of any Product for a specific application absent its written approval of such application, and makes no general representations whatever in respect of any such selection.

### **Remedy**

If any Product fails to comply with this warranty during the applicable warranty period, Dana shall reimburse the cost of the Product as provided below. All repaired and replacement Products shall be warranted hereunder for the unexpired portion of the original warranty period. Dana shall reimburse (a) the cost of parts only (subject to pre-established prices) to repair the Product or (b) the cost of the replacement Product, whichever is less.

The following are not reimbursable under Dana's warranty: (a) towing expenses, (b) meal and lodging expenses, (c) travel time or transportation expenses, and (d) downtime expenses.

In all cases Dana shall make the final determination as to the appropriate reimbursement for any warranty claim.

### **Warranty Exclusions**

Dana's warranty does not cover normal wear and tear or extend to any Product that has been (a) used in any application contrary to Dana's written recommendations; (b) improperly installed or maintained; (c) altered or modified; (d) damaged by casualty or due to accident, negligence, abuse, or misuse in shipping or use; (e) subjected to abnormal operating conditions; or (f) used with any lubricant not approved by Dana. Noise alone is not warrantable under Dana warranty. The noise exclusion does not apply if there is an actual failed component.

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Warranty Information



## Warranty Period

The Product warranty period is One Year from the date of installation or sale by Dana's direct customer, whichever is earlier.

Non-warrantable failures due to abuse or neglect (i.e. overloading, shock load, spin-out, failure to maintain) will void the warranty.

## Claims Procedure:

Dana's obligation to review any warranty claim is subject to the following conditions:

The claim must be submitted by Dana's direct customer, to their sales representative or Dana's customer service department, within 90 days from the date of the failure and must include the following information: claim number, repair order number, installation date, failure date, mileage at time of failure, explanation of the failure and the repair, identification of the failed Product (including model and serial number) and cost of replacement parts.

If requested, the Product must be returned, freight collect, to Dana for examination.

Dana shall determine that none of the above warranty exclusions apply and that the Product was defective when originally delivered to the purchaser. Dana's determination of warranty coverage shall be final in all cases.

Dana reserves the right to reject a warranty claim for any of the following reasons:

- a. Original claim was filed after 90 days from the date of failure
- b. Failure occurred beyond applicable warranty period
- c. Claim information is insufficient
- d. Product was not returned for inspection as requested
- e. Product inspection does not substantiate claim or indicate a failure
- f. Damage due to accident, negligence, abuse or misuse

## Warranty Disclaimer

DANA'S WARRANTY HEREIN IS EXCLUSIVE AND GIVEN IN PLACE OF (a) ALL OTHER WARRANTIES FOR THE PRODUCTS, EXPRESS, IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (b) ALL OTHER OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES RESPECTING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHTS IN CONTRACT, TORT, OR STRICT LIABILITY AND ANY RIGHT ARISING FROM DANA'S NEGLIGENCE, ACTUAL OR IMPUTED.

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Warranty Information



### **Limitation of Liability**

DANA'S OBLIGATIONS AND PURCHASER'S REMEDIES HEREIN ARE LIMITED TO THE REIMBURSEMENTS DESCRIBED ABOVE AND DANA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL AND OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS, LOST REVENUE, LOST PROFITS, OR LOSS OF USE OR DAMAGE TO OTHER PROPERTY.

### **Effective Date**

This warranty shall become effective and apply to Products sold on or after January 1, 2015, and applies only to Products sold for use in the United States or Canada. This warranty may not be changed, altered or modified in any way except in writing by Dana's authorized representative.

### **Service Support**

For service or support, call 877-777-5360 or visit our website at [www.dana.com](http://www.dana.com).

### **Governing Law**

This warranty shall be governed, interpreted and construed by and in accordance with, the laws of the State of Ohio and all proceedings to interpret or enforce this warranty shall be brought exclusively in a state or federal court in Ohio with jurisdiction.

(END)

Warranty Information