



RoadRunner Automatic

LIMITED WARRANTY

**Non - Commercial
(3 Years/100,000 Miles)**

Midwest Transmission Center dba RoadRunner Automatics warrants that the unit remanufactured and delivered hereunder shall be free of defects in material and workmanship for a period of 3 years or 100,000 miles from the date of purchase. Should any failure to conform to this Warranty be reported to the company within said period, the Company shall, at its option, correct such nonconformity by suitable repair, or furnish a replacement part, **provided the purchaser has installed, maintained and operated the remanufactured unit in accordance with the good industry practices and has complied with specific recommendations of the Company. Proper installation also includes flushing or replacing coolers if needed along with inspecting cooler lines for leaks and adequate flow. Customer is also responsible for reprogramming of the transmission computer after install if required. Company also recommends a recheck within 14 days of installation to check for leaks, fluid levels, and correct operation of installed parts. Transmission units may be required to be returned to our facility to be inspected and repaired. It is the installer's responsibility to ensure proper torque converter installation. All torque converters will be installed in units in most cases before leaving the Company, but adequate caution needs to be taken during the transmission install to ensure proper clearance. Improper torque converter clearance will result in broken pump gears and voids warranty.** Transportation charges for return of defective parts must be prepaid by the Purchaser. Replacement shipping costs by the Company will be limited to regular UPS or standard truck line. Any special expedited shipping costs shall be paid by the Purchaser. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labor performed by the Purchaser without the Company's prior written approval. **The Company labor rate on a defective transmission is \$45.00 per hour x the Mitchell R & R book time.**

This Warranty is not transferable or assignable with the vehicle.

To the extent allowed by law, damages are limited to the original purchase price; and loss of time, inconvenience, cost to return the vehicle/transmission to the Company, towing, storage, loss of use of the vehicle, rental, commercial loss, injury to person or property, damages to other related/unrelated parts, and incidental, special, punitive, liquidated and consequential damages are not covered by this Warranty.

The unauthorized disassembly of the transmission will result in denial of Warranty claim.

The Company makes no performance warranty unless specifically stated within its proposal and the effects of abuse, neglect, and modifications are specifically excluded from the Company's Warranty. In the event performance warranties are expressly included, the Company's obligation shall be to correct in the manner and for the period of the time provided above.

This Warranty does not cover failure due to improper installation or repair, abuse, misuse, contamination, modification of transmission and or vehicle, lack of proper maintenance, neglect, accident, vandalism, overheating, use of vehicle in competition, racing events, off-road or other than originally intended or authorized, or any other condition other than defect in design, materials or workmanship.

THE COMPANY MAKES NO OTHER WARRANTY OF REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities, whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities whether based on contract, warranty negligence, indemnity, strict liability or otherwise with respect to or arising out of such units.

In the event Midwest Transmission Center dba RoadRunner Automatics is required to defend itself in any court action arising out of the sale of any unit covered by this limited warranty, then in the event of the successful defense by Midwest Transmission, purchaser agrees to pay any and all costs associated with defense of such action, including reasonable attorney's fees.

NOTICE

WARRANTY EXCLUDES COMMERCIAL USE AND MODIFIED ENGINES – WHICH INCLUDES POWER CHIPS – COMMERCIAL WARRANTY IS 12 MONTHS/24,000 MILE LIMITATION