

# MISHIMOTO AUTOMOTIVE LIFETIME LIMITED WARRANTY POLICY

Mishimoto Automotive (“Mishimoto”) warrants its products under this lifetime limited warranty policy (“Warranty Policy”). This Warranty Policy applies solely to: (i) Mishimoto Products purchased directly from Mishimoto or Mishimoto authorized dealers (each a “Mishimoto Product” and collectively, the “Mishimoto Products”) and (ii) the original purchaser of such Mishimoto Product (“Purchaser”). This Warranty Policy is non-transferable and all claims under this Warranty Policy must be accompanied by the original sales receipt. The terms and conditions of this Warranty Policy are subject to change by Mishimoto at any time without notice.

Pursuant to the terms and conditions of this Warranty Policy, after submission of a valid claim by a Purchaser and regardless of the condition of the product for which such valid claim is submitted, if it is determined by Mishimoto that such Mishimoto Product was not manufactured to Mishimoto’s advertised specifications or if such claim was submitted pursuant to Mishimoto’s Accident Protection Plan, as described herein, Mishimoto will, at its discretion: (i) repair or replace Purchaser’s original Mishimoto Product; (ii) replace Purchaser’s original Mishimoto Product with the most current available model (if, for example, the original model of the product for which a valid claim has been submitted is not available); or (iii) provide the purchaser with a gift card redeemable at [Mishimoto.com](http://Mishimoto.com) in the amount of the original purchase price of the original Mishimoto Product (if, for example, Mishimoto has discontinued support for a Purchaser’s specific application).

To submit a claim for a Mishimoto Product under this Warranty Policy, you must: (i) fully and accurately fill out the online form provided below; and (ii) provide Mishimoto with a copy of an original sales receipt indicating that you are the original Purchaser of the Mishimoto Product for which the claim is being submitted (you must also provide the information described in the paragraph of this Warranty Policy titled “Mishimoto Accident Protection Plan” if you are submitting a claim for a Mishimoto Product damaged in an accident). In addition, if requested by Mishimoto, you must also send the Mishimoto Product for which a claim is being made, all transportation expenses prepaid, to Mishimoto.

## MISHIMOTO ACCIDENT PROTECTION PLAN

With the exception of Mishimoto Powersports products, to which the Mishimoto Accident Protection Plan does not apply, Mishimoto will repair or replace a Purchaser’s original Mishimoto Product that was damaged in an accident pursuant to the terms of this Warranty Policy (the “Mishimoto Accident Protection Plan”). In addition to the general terms of this Warranty Policy, claims submitted for a Mishimoto Product pursuant to the Mishimoto Accident Protection Plan must be submitted within three months of the accident and must include: (i) photos clearly showing the accident and the damage to the vehicle containing the Mishimoto Product for which a claim is being submitted; and (ii) a copy of an official police report detailing the accident and the vehicles involved.

After submission of a valid claim by a Purchaser pursuant to the Mishimoto Accident Protection Plan, regardless of the condition of such product, Mishimoto will, at its discretion: (i) repair or replace Purchaser’s original Mishimoto Product; (ii) replace Purchaser’s original Mishimoto Product with the most current available model (if, for example, the original model of the product for which a valid claim has been submitted is not available); or (iii) provide the purchaser with a gift card redeemable at [Mishimoto.com](http://Mishimoto.com) in the amount of the original purchase price of the original Mishimoto Product (if, for example, Mishimoto has discontinued support for a Purchaser’s specific application).

Mishimoto is not responsible for any other damage to property or injury to persons involved in any accident.

## DISCLAIMER OF WARRANTIES FOR IMPROPER INSTALLATION, USE OR OPERATION, ETC.

Mishimoto strongly recommends that all Mishimoto Products be installed by a trained professional. Any issues with compatibility or installation should be addressed by a trained professional before attempting to install any Mishimoto Product. Any information or suggestions by Mishimoto with respect to a Mishimoto Product concerning application, specifications, or installation is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. A trained professional must verify and test the suitability of any information with respect to a Mishimoto Products for your specific use.

This Warranty Policy does not apply and Mishimoto fully disclaims any and all responsibility or liability for any damages, including damages to Mishimoto Products, or injury to persons, related to the improper installation, use, or operation of the Mishimoto Products, including but not limited to: the incorrect opening of radiator pressure caps; burst hoses; application or usage not intended by Mishimoto; negligence; improper installation; and any other use that may cause damage or injury. Mishimoto will not be responsible for injury or harm to persons or property when caused by persons or vehicles using Mishimoto Products.

The Warranty Policy also does not cover damage to Mishimoto Products caused by: (1) Purchaser's non-compliance with Mishimoto's use guide, care guide, and/or instruction manual. Such failures include, but are not limited to, exposure to physical abuse, including, but not limited to chemical abuse (e.g. harsh cleansers and solvents); (2) improper storage, installation, handling, use and/or fabrication of the Mishimoto Product; (3) damage that occurred while the Mishimoto Product is in the customer's possession (other than as allowed pursuant to the Mishimoto Accident Protection Plan); (4) . unreasonable or unintended use of Product; and (5) minor conditions such as stains, scratches, etc.

## GENERAL WARRANTY GUIDELINES

- All claims must be accompanied with a picture of the Mishimoto Product showing the issue for which the claim is being submitted.
- Mishimoto asks for customer to inspect their purchased item for any damage immediately upon arrival. Any product deemed dead on arrival (DOA) must be claimed within 14 business days of delivery. Claims outside of this time frame will not be covered under the Mishimoto lifetime warranty.
- This warranty does not include payment and/or reimbursement of the cost of labor in connection with the removal of any product returned pursuant to the Warranty Policy or in connection with the installation of any replacement items provided under the Warranty Policy.
- Mishimoto has the right to refuse a claim at any time.
- When Mishimoto accepts a claim, Mishimoto retains full discretion to choose if it will: (i) repair or replace Purchaser's original Mishimoto Product; (ii) replace Purchaser's original Mishimoto Product with the most current available model; or (iii) provide the purchaser with a gift card redeemable on Mishimoto.com in the amount of the original purchase price of the original Mishimoto Product. The provision of a replacement of a Mishimoto Product is subject to availability and Mishimoto retains the right to substitute any warranty claim item with a comparable item or credit at any time.
- If Mishimoto determines that it will provide a replacement item in connection with a claim under this Warranty Policy, and such item is out of stock, Mishimoto will place the customer on backorder and ship the replacement product to the Purchaser once it becomes available.
- Mishimoto is not liable for incorrect shipments in connection with a claim if a claim form is completed incorrectly, or if a model number is not included in a claim.

- If you have a vehicle equipped with an automatic transmission, please make sure to specify this within the text box on the claim form. Mishimoto is not responsible for incorrect replacement shipments if transmission type is not indicated.

## SHIPPING GUIDELINES FOR REPAIRED OR REPLACEMENT PRODUCTS

- Mishimoto will ship repaired Mishimoto Products or replacements to a Purchaser throughout the continental United States via UPS Ground. Expedited shipping is available at an additional cost.
- Shipments outside of the continental United States are subject to additional shipping fees and extended shipping times.
- Mishimoto cannot ship to PO or APO addresses.

**SHIPPING COSTS** -Shipping costs for replacement or repair products provided in connection with a claim under this Warranty Policy vary depending on the claim being made as follows:

### Shipping Fee For Repair or Replacement of Automotive and Powersports radiators, intercoolers, and fan shrouds

- If claim is submitted within 90 days of purchasing the product, the charge will be \$15.
- If claim is submitted more than 90 days after purchase, the charge will be \$30.
- If a replacement or repair product is to be shipped to Canada, the charge will be \$80.

### Shipping Fee For Repair or Replacement of Diesel radiators and intercoolers

- If claim is submitted within 90 days of purchasing the product, the charge will be \$50.
- If claim is submitted more than 90 days after purchase, the charge will be \$100.
- If a replacement or repair product is to be shipped to Canada, the charge will be \$150.

### Shipping Fee For Repair or Replacement of Accessories

- If claim is submitted within 90 days of purchasing the product, the charge will be \$10.
- If claim is submitted more than 90 days after purchase, the charge will be \$15.
- If a replacement or repair product is to be shipped to Canada, the charge will be \$40.

### Note:

For all claims submitted more than two years after purchase, there will be a \$25 surcharge added to the prices above.

### Expedited Shipping:

Please contact us for an expedited shipping quote.

## GENERAL DISCLAIMER OF WARRANTIES

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY MISHIMOTO IN CONNECTION WITH THE MISHIMOTO PRODUCTS. MISHIMOTO CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE MISHIMOTO PRODUCTS, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY MISHIMOTO ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY MISHIMOTO IN WRITING. OTHER

THAN THE LIMITED WARRANTY SET FORTH HEREIN, MISHIMOTO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. MISHIMOTO'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS AS DESCRIBED HEREIN, OR AT THE OPTION OF MISHIMOTO, RETURN OF THE PRODUCT AND THE PROVISION OF A GIFT CARD REDEEMABLE AT MISHIMOTO.COM IN THE AMOUNT OF THE ORIGINAL PURCHASE PRICE OF SUCH PRODUCT. PURCHASER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE MISHIMOTO PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

## **LIMITATION OF LIABILITY**

No claim by the Purchaser of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Mishimoto Product in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO THE PURCHASER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE MISHIMOTO PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF PURCHASER TO ANY THIRD PARTY WITH RESPECT THERETO.