

Limited Transmission Warranty Agreement

Phone (250) 374-4727 (collect calls will be accepted)

Warranty:

The transmission work described as _____ on invoice number _____ and not including any other materials or labour or parts or components of the vehicle, is warranted to the buyer against defects in workmanship or materials supplied by B&M Transmission and Car Care Centre; if later repairs are required on parts purchased are necessary within the time and mileage specified in the terms of this warranty, then it will be provided without charge to the buyer, within the limits of this warranty at any **pre-approved** transmission repair shop. This warranty covers parts, labour, and the cost of replacing transmission fluid only. This warranty is only extended to the customer named, it does not cover things such as loss of use, loss of earnings, per diem expenses, nor any other consequential or incidental damages with the exception of towing - towing is covered (to a maximum of \$100) on vehicles where repairs are necessary within the limits of this warranty. B&M Transmission and Car Care Centre's obligation under this warranty is limited to replacing or repairing defective parts and correcting defectively furnished labour. B&M Transmission and Car Care is only responsible for the parts and labour purchased by the customer on the original invoice that prompted the issuance of this warranty, and not for subsequent failures of, or damage resulting from related parts or units. **A 15 day re-check is mandatory to keep this warranty in force.** This warranty check will be done at no charge to you. (See reverse side for details). **Repairs or replacements done while under warranty do not extend the terms of this warranty.**

Warranty Service Instructions:

Always take the vehicle back to B&M Transmission and Car Care Centre, whenever possible. If distance prevents your vehicle's return to B&M, the warranty work will be performed at a **pre-approved** repair shop, with B&M's permission only. You must call our shop prior to all repairs, or warranty will be VOID. All collect calls will be allowed. ANY REPAIRS CARRIED OUT WITHOUT PRIOR APPROVAL WILL VOID THIS WARRANTY. You may locate a transmission repair shop near you by going to ATRA's website (www.atra.com) and click on the shop finder tab and follow instructions to find a shop nearest to your location. You may have them check the transmission fluid and operation only - ANY repairs require pre-authorization. That shop may call us with a diagnostic report or recommendations and if repairs are approved within these warranty terms, we will pay them directly by credit card. If a problem happens on the weekend, you can E-mail us at bandmtrans@gmail.com and we will help out as best we can.

Implied Warranty:

The warranty terms herein apply to both written and implied warranties. All implied warranties are limited to the terms of this written warranty. Consequential or incidental damages are not covered by this warranty. Some provinces or states may not allow limitations on how long an implied warranty lasts, or the exclusion of consequential or incidental damages; so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may have other legal rights that vary from province to province or state to state.

Warranty Details:

Customer _____ Date _____ KM at repair _____
Vehicle License _____ Year Make Model _____ VIN _____
Warranty Terms: _____ Months **OR** _____,000 KM (Whichever Occurs First)

All implied warranties are limited to the terms of this warranty. Consequential and incidental damages are not covered by this warranty. This warranty covers defectively furnished parts or labour listed on the original invoice and does not include things such as loss of use, loss of earnings or per diem expenses. We attempt to always use the highest quality parts and latest repair information but many times these parts do fail. We will not install cheap, inferior parts and make every effort to minimize risks associated with inferior part quality.

Warranty Authorized By: _____ Warranty Accepted By: _____
(Authorized Shop Employee) (Customer or Person Authorized by Customer)

15 Day Warranty Check:

Date	Shop name	Free from leaks	Operating OK	Checked by	Customer Signature

Repairs or replacements done while under warranty do not extend the terms of this warranty.

A. WARRANTY TERMS:

- (1) This warranty covers parts, and the cost of labour to repair defective parts under the terms of the warranty agreement. This warranty is NON-TRANSFERRABLE and is only EXTENDED to the PERSON & VEHICLE NAMED ON THE REVERSE SIDE. It does not cover things such as towing (in excess of \$100), loss of use, loss of earnings, personal damages, per diem expenses or any other consequential or incidental damages. Warrantor's obligation under this warranty is limited to replacing or repairing defective parts and correcting defectively furnished labour.
- (2) It also DOES NOT COVER transmissions whose engines have been modified to produce more output (horsepower or torque) beyond the original design limits of the transmission. These items include but are not limited to superchargers; turbochargers; nitrous oxide; aftermarket fuel injection systems; internal engine modifications or replacement engines that are larger than what came with the vehicle. Also not covered are vehicles that have had drivetrain modifications that cause too great a load on the transmission and exceed design limits. These items include but are not limited to substantially larger tires than the vehicle came with originally or a change in the differential gear ratio (one that is not available as an option for this vehicle), or if the vehicle exceeds the designed gross weight suggested by the manufacturer (i.e. heavy tool chests, booms, tidy tanks) or towing an item that is heavier than the towing limits placed by the manufacturer.
- (3) The work performed can many times fail, due to no fault of the warrantor. Parts related to, but not part of the transmission, can fail after the transmission job is completed, thereby adversely affecting the transmission, torque converter, or seals. Under these circumstances, your warranty is not valid. In no way can the warrantor predict these events, and therefore is not responsible for them. A partial list of related parts is set forth in the next paragraph.
- (4) The warrantor is only responsible for the parts and labour purchased by the customer on the invoice that prompted the issuance of this warranty and not for subsequent failures of, or damage resulting from related parts or units as shown in the following: these items consisting of, but not limited to, (a) levers (b) controls (c) linkages (d) radiator (e) coolers (f) rubber mounts (g) external oil lines or fittings (h) electrical/electronic components (computer control units, actuators, sensors, solenoids, faulty wiring etc.) which are external to the transmission. The foregoing and other parts are not normally included with a transmission repair job.
- (5) Coverage on a front wheel drive vehicle will be excluded if the differential and/or case fail due to UNINTENTIONAL/INTENTIONAL misuse (i.e. stuck in mud, ice, snow or steep inclines etc.)
- (6) This warranty will not be valid if the vehicle has been used for towing purposes unless a proper transmission cooler has been installed on the vehicle, nor will it be valid if the transmission assembly has been tampered with outside of a qualified repair shop; or if it has been improperly installed by a person or company other than the shop of the warrantor; or if the factory approved fluid has not been used in the assembly; or if there has been unintentional/intentional misuse; or damaged in an accident.
- (7) **When the customer chooses a "transmission repair",** they understand that only those parts which were damaged and deemed not useable were replaced (we did NOT recondition transmission), in order to lower the costs of repair. If a part which was not charged for on the original invoice fails, there will be additional parts and labour charges. All electrical/electronic components and torque converter (if not included on original invoice) fall into this category, as well as external transmission components.
- (8) This warranty will NOT BE VALID IF ALTERED IN ANY WAY.

B. PROPER MAINTENANCE - INSTRUCTIONS TO CUSTOMER

- (1) Have transmission checked within 15 days from the date of delivery for oil levels, leaks, and shift pattern. The warrantor shop will do this for you without charge.
- (2) Check the fluid level in the transmission every time you check your motor oil, for the first 60 days. Keep an eye where you park for any signs of leakage. Some vehicles do not have a dipstick or need to be on a lift for fluid level check and in these cases simply check where you park and keep an eye out for leaks - transmissions do not burn any oil, they lose it.
- (3) Change fluid, clean pan and magnet, and replace filter in accordance with the vehicle manufacturer's recommendations as listed in your owner's manual. **As a general rule of thumb, we recommend service every 30-50,000 km or every 2-3 years.**
- (4) Retain your service receipts and invoices as proof of proper maintenance.
- (5) Bring your vehicle in yearly to have a complimentary road test and fluid evaluation performed to ensure warranty remains in force. There is no charge to you for this service.

C. HOW TO OBTAIN SERVICE - INSTRUCTIONS:

- (1) Always take the vehicle back to B&M Transmission and Car Care Centre, whenever possible. This must be done at your own expense. B&M Transmission and Car Care will reimburse towing charges up to \$100 for vehicles still under warranty, as long as warranty is still valid and applicable. B&M is not responsible for any other expenses incurred such as transporting vehicle, shipping, or otherwise other than the maximum \$100 outlined earlier.
- (2) For distances greater than 250km from Kamloops, you should call our shop collect at [250-374-4727](tel:250-374-4727) (Monday through Friday 7:30 - 5:30). If a transmission problem occurs on a weekend, you can E-mail us as well at bandmtrans@gmail.com and we will do our best to help out. An ATRA shop locator can be found at www.atra.com and you can follow the shop locator link on the left side of the page. Any repair shop is authorized to check out the problem, **but must acquire authorization for any repairs.**

Pre-authorization is required before ANY REPAIRS!! Failure to do so will void this warranty!!