



Mitsubishi Electric Automotive America, Inc. (MEAA)

Limited OE Warranty Policy – Heavy Duty Starter

WARRANTY: Subject to the conditions stated herein, including the exceptions stated below, MEAA offers a 3 year/350,000 mile Limited Manufacturer's Warranty for HD Starters sold by Mitsubishi Electric Automotive America, Inc. to heavy and medium duty truck manufacturers for installation as original equipment. This warranty guarantees the starter meets the appropriate OE specifications, and ensures proper materials and workmanship were used in the manufacturing process.

THIS WARRANTY IS A LIMITED WARRANTY: This warranty is given in lieu of all other warranties, expressed or implied, including the warranty of merchantability, or fitness for a particular purpose or otherwise, on the part of MEAA. MEAA's liability under this warranty is limited solely to the repair or replacement of defective product within North America. MEAA shall not be liable for any incidental, special, consequential or exemplary damages, including but not limited to: rental cars, towing fees or for any service not expressly provided for herein, relating to or arising from Mitsubishi Electric product. No dealer or supplier, nor any agent or employee thereof, is authorized to extend or modify this warranty.

REMEDY: If the starter fails during the warranty period, MEAA agrees to repair or, at its sole option, replace the defective starter. MEAA's obligation to satisfy a warranty claim is subject to the following conditions:

- Warranty claims must be submitted and processed by the dealer during the period in which the vehicle is under warranty by the vehicle manufacturer. After the vehicle is no longer under the OE warranty, the starter remains under warranty for the full 3 years or 350,000 miles, whichever comes first. However, in this case, the claim must be filed directly with MEAA. Please see www.specmystarter.com for more details, or call 1-800-MELCO4U, ext. 2.
- Warranty claims must be submitted within 30 days of the failure.
- The failed Mitsubishi Electric starter must be replaced with a Mitsubishi Electric starter.
- All warranty starters, with the appropriate documentation, must be returned to the MEAA Warranty Analysis center in Northville, MI (freight collect) for examination and analysis by MEAA.
- MEAA's examination must disclose to its satisfaction that none of the warranty exclusions described below are applicable and the starter was defective when originally delivered to the truck assembly plant. MEAA shall make the final determination and interpretation as to the warrantability of the starter.
- The repaired or replaced starter shall be warranted for the unexpired portion of the original OE warranty period.

LIMITATIONS on REIMBURSEMENT: Dealer SRT rates are to be used for labor calculations.

To the extent any provision of this Limited Warranty contravenes the law of any jurisdiction, such provisions shall be inapplicable in such jurisdictions, and the remainder of this Limited Warranty shall not be affected thereby.

Items not included in this MEAA HD OE Starter warranty:

WARRANTY EXCLUSIONS: This Limited Warranty does not cover defects caused by any one or more of the following:

1. The Starters was found to be conforming to all performance and operating specifications (No Trouble Found or NTF)
2. The Starter failed under abnormal conditions such as;
 - a. Damage caused by excessive internal rust caused by ingress of / immersion in water, oil, antifreeze, fuel, dust, or other foreign material which exceeds the specifications.
 - b. Damage caused by excessive internal / external corrosion which exceeds the specifications.
 - c. Damage caused by over-load (over-crank, moving vehicle with starter, etc.) or harsh usage (excess heat, burned).
 - d. Shock damage caused by Starter re-engagement during engine rotation.
 - e. Heat damage caused by pinion mis-engagement due to excessive ring gear wear or damage, or increased harness resistance in the switch circuit.
 - f. Damage showing sign of the Starter usage under vibration or high temperature conditions which exceeds the specifications.
3. The Starter fails due to secondary damage from another defective part, including:
 - a. Overrun damage caused by a return failure of Starter switch (key switch) or relay not supplied and attached to the Starter by Mitsubishi Electric.
 - b. Damage caused by improper application of electric load which prevented the function of Starter switch.
 - c. Over-run, milling, disengagement, or mis-engagement failures due to excessive ring gear wear or damage.
 - d. Damage caused by a jump start using over capacity power source or battery.
4. The Starters failed due to improper installation or handling such as:
 - a. Over/Under Torque - too strong or weak tightening of the fasteners;
 - b. Handling Damage - drop of or hit to the Starter;
 - c. The Starter has been subjected to abuse, damage, misuse, negligence or an accident ;
 - d. The Starter was improperly installed, was altered or modified, or used for a purpose or application in any way different from that for which it was designed and approved ;
 - e. The Starter was installed on a vehicle of different application from what MEAA specified and previously approved;
 - f. The Starter was damaged by casualty, accident, or shipment.
5. The Starters had surface rust which does not affect its function.
6. The customer or any third party makes any technical modifications of, or changes to, the Starter.
7. MEAA shall not be liable for incidental or consequential damage related to a Starter failure (downtime, towing expenses, lost wages, etc.).

Please see the MEAA HD Web Site www.specmystarter.com for installation and troubleshooting information

ADDITIONAL LIMITATIONS:

THIS LIMITED WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. MEAA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH SHALL NOT BE APPLICABLE UNDER ANY CIRCUMSTANCES WHATSOEVER.

THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF ALL PURCHASERS AND USERS OF THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL MEAA BE LIABLE FOR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL BY REASON OF ANY DEFECTIVE PRODUCTS, BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT SHALL MEAA BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE PAID FOR ANY STARTER FOUND TO BE DEFECTIVE AND THE COST OF LABOR TO INSTALL A REPLACEMENT STARTER IF INSTALLATION IS PERFORMED BY AN AUTHORIZED DEALER.

GOVERNING LAW: This Limited Warranty shall be subject to and construed solely in accordance with the laws of the United States of American and the State of Michigan, without regard to its principles of conflicts of law. The parties specifically negate and disclaim the applicability of the United Nations Convention on the International Sale of Goods to this Limited Warranty or any transaction or dispute arising hereunder.

Some states may not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental, special, or consequential damages, so the above limitations or exclusions may not apply to you. To the extent any provision of this Limited Warranty violates the law of any applicable jurisdiction, such provisions shall be inapplicable in such jurisdictions to the extent of such prohibition, and the remainder of this Limited Warranty shall not be affected thereby.