



AKHLUT

AUTOMOTIVE

Limited Warranty Program

1445 Sidney St W, Swift Current, SK
akhlutauto.ca



General Policy

It is understood that AKHLUT AUTOMOTIVE LTD. (hereinafter referred to as "Akhlut Automotive") offers warranty through a variety of suppliers, as the case might be (hereinafter the "limited warranty") in accordance with the following circumstances and terms outlined in this document. Akhlut Automotive will adhere to manufacturers policies for the specified warranty period described by the manufacturer herein. Akhlut Automotive's liability is limited to, and solely at its discretion, repairing and/or replacing parts or units found to be defective upon inspection by Akhlut Automotive. Our Limited Warranty is subject to all terms, conditions, exclusion limitations contained herein. All warranty periods are for the specific warranty outlined by the manufacturer.

The owner is responsible for performing regular maintenance services as specified in the Limited Warranty outlined instructions, as well as following OEM maintenance schedule. In the event of a failure during the limited warranty period, maintenance records will be required. Failure to properly maintain the vehicle may result in engine or component damage and/or contribute to premature failure, which is not covered by this limited warranty. If a failure occurs, the customer must immediately cease operation of the engine, if safe to do so, to prevent further damage. Components that are driven to the point of destruction will not be covered under the limited warranty.

Akhlut Automotive's liability under this warranty is strictly limited to the repair or replacement of any defective product that is found to have failed due to **our workmanship**. Akhlut Automotive shall not be held liable for any incidental, special, consequential, or indirect damages, including but not limited to freight charges, rental car expenses, towing fees, or any other services not expressly covered under this warranty (Reference section Warranty Exclusions).

Akhlut Automotive reserves the right to determine all repair or replacement procedures for qualifying warranty claims. Units submitted for warranty consideration must be returned in their entirety. Disassembled units are ineligible for warranty coverage. **Akhlut Automotive is not responsible for failures that are a direct result from a manufacturing defect.** Akhlut Automotive reserves the right to modify its warranty terms at any time. Reference Warranty Claim Guidelines section.

The limited warranty is valid only in Canada. Repairs are valid only if performed at facilities preapproved by Akhlut Automotive.

This limited warranty shall be viewed in accordance with and governed by the laws of the Province of Saskatchewan. If any provision of this Warranty is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect. This Warranty constitutes the entire agreement between parties with respect to the subject matter contained herein. Any dispute arising under or in connection with the Limited Warranty provided by Akhlut Automotive shall be subject to the exclusive jurisdiction of Saskatchewan.



Warranty Guidelines

It is understood that AKHLUT AUTOMOTIVE LTD. (hereinafter referred to as "Akhlut Automotive") offers warranty through a variety of suppliers, as the case might be (hereinafter the "limited warranty") in accordance with the following circumstances and terms as a general guideline:

- I. A limited warranty is offered on personal vehicles for a period of months and KM outlined by the supplier/manufacturer of the part. This limited warranty expires on whichever comes first in time, unless otherwise stated above. Ex. Bumper to Bumper and/or NAPA carry a 12 months or 20,000 KM limited warranty on non-commercial.
- II. A limited warranty is offered on commercial vehicles (under 1 ton) for a period of months and KM outlined by the supplier/manufacturer of the part. This limited warranty expires on whichever comes first in time, unless otherwise stated above. Ex. Bumper to Bumper and/or NAPA carry a 6 months or 20,000 KM limited warranty on non-commercial.
- III. The above noted limited warranties on personal and commercial vehicles do not apply to brakes and/or brake components. A 90-day limited warranty is offered on brake and brake components.
- IV. The above noted limited warranties on personal and commercial vehicles do not apply to gaskets of any kind. A 10-day limited warranty is offered on gaskets.
- V. Components that are not supplied by Bumper to Bumper and/or NAPA, will not follow these limited warranties.
- VI. Any applicable warranty will be voided on frozen, damaged, merely discharged or improperly tested batteries.
- VII. All applicable limited warranties commence effective the completion date noted on the customer invoice.
- VIII. All applicable limited warranties apply to the vehicle described on the invoice.
- IX. Presentation of your invoice, maintenance records, and proof of payment are required to validate the applicable limited warranty.
- X. Limited warranties do not apply to parts that are purchased from Akhlut Automotive but installed by another installer
- XI. Limited warranties do not apply to parts installed by Akhlut Automotive but not purchased from Akhlut Automotive and said parts shall be subject to the Disclaimer noted below.
- XII. Limited warranties do not apply to parts that have damage due to misuse, abuse or neglect while in the customer's possession and/or use. Such misuse, abuse and/or neglect includes any emissions delete done on the part.
- XIII. There are no other warranties issued or offered by Akhlut Automotive other than those set out above and/or expressly written on the invoice.



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Warranty Claims

Subject to the limitations outlined in the Limited Warranty, Akhlut Automotive follows manufacturer specific coverage for qualified parts that fail during use and service due to defects in workmanship or materials, up to the stated limited warranty period detailed below. Akhlut Automotive will not reimburse or pay any amounts charged or incurred by the customer that exceeded the labour rate outlined by the manufacturer. For more details, please contact use directly as payouts vary from manufacturer to manufacturer.

Any payouts or compensation beyond the scope of the manufacturer's warranty, is at the sole discretion of Akhlut Automotive.

The limited warranty provided by the manufacturer, will end upon the expiration of the specified time or kilometers from the date of the original invoice from the manufacture, whichever comes first. Any repairs or replacements conducted under this warranty will not extend to the original warranty period. After the warranty period has expired, the buyer shall be responsible for all defects and issues, regardless of their cause. The balance of labour is to be paid by the customer as a deductible for coverage. There will be no additional costs for the shop supplies, materials and filters. For parts installed or repaired by DIY (do-it-yourself) customers, the Limited Warranty will not apply.

The customer is responsible for any remaining balance with the approved chosen shop above and beyond the manufacturer warranty amount.

The Limited Warranty shall not, under any circumstances, cover any labour or parts required to repair an issue with any component that is not installed on the original invoice, at the time it leaves Akhlut Automotive. Aftermarket accessories and other aftermarket equipment not installed by the OEM factory, will not be eligible for additional time allowances for their removal and reinstallation during a repair. This includes any labour or part costs arising from an issue with the Purchased Part caused by the uninstalled component or its installation.

All payouts must be preauthorized by Akhlut Automotive before any work is done. No further warranty will be granted or paid unless authorized.

Akhlut Automotive reserves the right to determine the course of action regarding repair and/or replacement of any and all warrantable units. **Work done under the warranty does not extend the life of the same.** This Warranty is VOID for any parts purchased through anyone that is NOT an Authorized Dealer of Akhlut Automotive, if the unit is purchased through a private sale; change of ownership or through any Internet sales/auction websites.

Please be sure to use the oil that is specified by manufacturer in order to receive full warranty.



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Warranty Claims Continued

Akhlut Automotive reserves the right to determine the course of action regarding repair and/or replacement of any and all warrantable units. **Work done under the warranty does not extend the life of the same.**

If the manufacturer determines that the returned part, component or engine is not defective, the owner will be provided with a report, including photos if appropriate. Akhlut Automotive is not responsible for any failures that are not a direct result of a part workmanship defect. Products sent to the manufacturer for inspection that are deemed not covered under the warranty will be held in storage for a period of 2 days. Products unclaimed after 2 days will be disposed of by the manufacturer.

If time is a critical factor, a replacement unit may be purchased from Akhlut Automotive at full price with a core charge added. Upon receipt of the defective unit, the manufacturer will assess its condition and report back with their findings. If the failure of the returned unit is covered under warranty, the full purchase price of the replacement unit will be refunded with the core charge.

If the failure is not covered by the warranty, the replacement unit and core charge will not be covered.

If the customer is within 400 KM radius of our facility, we prefer to conduct warranty work at our location. For those outside this radius, Akhlut Automotive will provide recommended approved repair facilities.

Please note, repairs do not extend the warranty period and the warranty will expire once the specified time or mileage limits are reached.

UNLESS AUTHORIZED BY AKHLUT AUTOMOTIVE, NO REPAIRS WILL BE PAID OUT, WITHOUT FOLLOWING THE PROCEDURE OUTLINED THERE WILL BE NO EXCEPTIONS MADE.



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Warranty Claims Process

To initiate a Warranty Claim, please adhere to the following instructions:

- I. Visit Akhlut Automotive or call 306-778-2886
- II. Fill out all sections of the Warranty Claim Form accurately and completely, providing all necessary information, please include video or pictures if applicable.
- III. Present the invoice, proof of purchase and maintenance records to Akhlut Automotive prior to warranty work commencing.
- IV. DO NOT send any parts or attempt repairs without warranty authorization from Akhlut Automotive
- V. If you have further questions, please contact us directly.

All repairs and/or replacements to the products must first be authorized by Akhlut Automotive before the repair/replacement takes place. Akhlut Automotive will not pay for any unauthorized repairs.

When the Limited Warranty is applicable and/or valid, Akhlut Automotive shall be responsible for restoring the entire system to which the warranted part(s) relates to its operating condition immediately prior to the installation.

Should the customer not authorize Akhlut Automotive to complete all the work required, including without limitation the installation of the other needed parts, the customer will receive non installed and non-warranted replacement parts, as applicable, for installation by another shop.

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It is further understood and agreed that unless instructed otherwise, in writing, Akhlut Automotive will retain and destroy any parts removed immediately following the repair.



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Disclaimer

It is understood and agreed to by the customer that warranties available for any parts are only applicable when the product is both purchased and installed at Akhlut Automotive. The customer understands that any part purchased outside Akhlut Automotive and/or from any third party is not the responsibility of Akhlut Automotive and that Akhlut Automotive has no liability to the customer for anything relating to said part. Akhlut Automotive is not able to verify the quality of said part(s) and the customer acknowledges and agrees that they are having the part(s) installed into their vehicle at their own risk. Akhlut Automotive cannot and will not guarantee or warranty any part that is brought to them for installation from a customer from an outside source. The customer takes full responsibility for the state of the part and is fully aware that Akhlut Automotive is not responsible for the quality of the part, its function, or any damage that might occur to the vehicle because of the use or installation of that part within the vehicle.

Warranty Exclusions

The warranty does not extend to or include any of the following:

- I. Competition and Racing Use: Any product used for competition, racing, or related purposes, including but not limited to drag racing, marine racing, track racing, sled pulling, street racing, strip racing, and off-roading conditions, is not covered. Damages resulting from such uses are explicitly excluded
- II. Installer Error (if not installed by Akhlut Automotive): Damages resulting from installer error is excluded from this warranty.
- III. Maintenance Issues: Damage resulting from overheating, lack of lubrication, contamination or lack of maintenance is not covered.
- IV. Pre-Ignition or Detonation: Damage resulting from pre-ignition or detonation, including but not limited to melted or broken pistons, broken piston rings, damaged cylinder heads, and leaking head gaskets is excluded.
- V. Foreign Object Damage: Damage caused by foreign objects entering the cylinders, resulting in damage to pistons, cylinder walls, etc is not covered
- VI. Mechanical Failures: Broken crankshafts, connecting rods, damaged piston and piston rings, and valve train are excluded
- VII. Crankshaft Thrust Surface: Wear on the crankshaft thrust surfaces due to excessive forward pressure place on the rear of the crankshaft is not covered. Failures caused by incorrect transmission alignment or convertor expansion leading to thrust bearing damage are not covered.



- VIII. Accidents and misuse: Repair or replacement required because of an accident or misuse are not covered
- IX. Accessory and Service Items: Repair or replacement of any accessory or service item, including all components of the cooling, fuel, electrical, and ignition systems, belts, hoses, and filters, is not covered.
- X. Aftermarket Parts: Replacement of any aftermarket part used in the engine is not covered. Akhlut Automotive is not responsible for defective parts supplied by aftermarket companies that may have been used in the build process. Most aftermarket parts carry their own warranty through the respective vendor.
- XI. Dyno Test and Tune Session: An engine used beyond its capabilities ending in catastrophic failure will not be covered
- XII. Fluid Conditions: Low fluid conditions and any resulting damage are not covered under this warranty. Please refer to the 'Maintenance Schedule-Engines' section.
- XIII. Towing: Damages resulting from towing above the manufactures Gross Vehicle Weight Rating (GVWR) is not covered. Akhlut Automotive is not liable for errors in judgement.
- XIV. Flat Tappet Camshaft Failure: Failure resulting from improper break in procedures, or the use of incorrect engine oil rated for flat tappet camshafts is not covered.
- XV. Minor visual or cosmetic imperfections resulting from the casting or machining process are considered normal
- XVI. Improper Calibration or Tuning: Failures resulting from improper calibration or tuning is not covered
- XVII. Performance and Off-Road Use: Competition, performance, or race use, including drag or track racing, sled pulling, street or strip racing, and off-roading conditions is not covered
- XVIII. Abuse and Improper Installation: The warranty is void for any product deemed to have been abused, altered, damaged, fractured, improperly installed, improperly repaired, lacking required maintenance, or tampered with due to accident or neglect by the owner or any agent/technician of the owner
- XIX. Motor Vehicle Accidents and Theft: Motor vehicle accidents and theft of the vehicle, and resulting damages, are insurance issues. Akhlut Automotive does not warranty or take responsibility for conditions arising from motor vehicle accidents or theft
- XX. Consequential Damages: Akhlut Automotive will not be liable for any expense claims resulting from consequential, indirect, or special damages. This includes expenses related to towing and recovery, rental cars, lodging, travel, etc.



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- XXI.** Income Loss: Akhlut Automotive is not liable for any loss of income, including employment income, self-employment income or any commercial loss. We sell automotive units, not Income Assurance and or insurance.
- XXII.** DIY Installation: Damage or defects resulting from do-it-yourself (DIY) installations are not covered. Akhlut Automotive highly recommends that all installations are performed by certified professional technicians to ensure the engine and drivetrain components are installed correctly and according to manufacturer specifications.
- XXIII.** Labour Coverage: The warranty does not include reimbursement for labour costs incurred during the installation or repair of the drivetrain components if it was installed for free or at a zero-cost rate.
- XXIV.** Storage and Handling: Akhlut Automotive is not responsible for any damage claims or costs incurred due to improper storage or handling of the Purchased Unit by the installer or Customer. I.e. Moisture Damage
- XXV.** Oil and Fluids: Use of incorrect oil or fluids, running the Purchased Unit without sufficient oil and failure to adhere to proper regular maintenance will void the warranty
- XXVI.** Heat Damage: Overheating, melted heat tabs, or removal of heat tabs will void the warranty.
- XXVII.** Dust and Debris: Engine dusting or wear caused by the ingestion of dirt or debris is not covered.
- XXVIII.** Fuel Issues: Damage due to the use of incorrect fuel or the Purchased Unit is not covered
- XXIX.** Modifications: Modification of the Purchased Unit, including swapping of internal parts, will void the warranty
- XXX.** Cavitation Erosion: Damage due to poor maintenance or poor-quality coolants leading to cavitation erosion is not covered.
- XXXI.** Odometer Tampering: Any Purchased Unit on which the odometer mileage has been altered so that the actual mileage cannot be determined is not covered
- XXXII.** Environmental Exposure: Parts affected by exposure to the elements or chemical influences such as road salt or industrial fallout are not covered.
- XXXIII.** Non-OEM Attachments: Any damages resulting from excessive vibration caused by loose engine mount, improper attachment of equipment to the engine crankshaft, or other abuse in operation is not covered.



- XXXIV.** Freight Charges: Akhlut Automotive shall not be responsible, nor shall it pay any freight charges for repairs or replacements under the warranty
- XXXV.** Transfer of Warranty: Limited warranties may be transferred upon the sale of a purchased unit following a specific process and upon payment of a transfer fee (ONLY ENGINES)
- XXXVI.** Inspection and Sample Requirements: Fluid sample results may be required for certain warranty claims involving engine failures. Failure to submit required samples may result in claim denial
- XXXVII.** Repair Facility Requirements: Repairs must be performed at pre-approval facilities. Any repair facility must adhere to Akhlut Automotive's standards and guidelines for the warranty to remain valid.
- XXXVIII.** Additional Accessories and Parts: All necessary accessories and parts must be properly installed for the warranty to remain valid. Maintenance parts and consumables are not covered under warranty.
- XXXIX.** Acts of Nature: Failure of any part of the purchased unit caused by acts of nature such as fire, freezing, lightning, earthquake, windstorm, hail or flood may void the warranty
- XL.** Losses and Expenses: Akhlut Automotive is not responsible for incidental or consequential damages, lost profits, injury to persons or property, oil, antifreeze, fluids, lifts, dock, or storage fees, freight, premium shipping charges, substitute transportation, lodging expenses, unauthorized repairs, taxes or travel expenses
- XLI.** Alteration of the short block or long block without Akhlut Automotive's approval is not permitted
- XLII.** Telephone Calls are not covered.
- XLIII.** Transmission Coolers: Transmission Coolers that were not replaced as required leading to unit failure will not be covered.
- XLIV.** Shifter linkage: Shifter linkage that was not inspected, adjusted or replaced as required will not be covered.
- XLV.** Case or Shaft breakage: Case or shaft breakage causing damage will not be covered.
- XLVI.** Pilot bushings/bearings and release bearing: Pilot bushings/bearings and release bearing that were not replaced will not be covered under warranty
- XLVII.** Clutch: Failure to verify the condition of the clutch and replace if needed, will not be covered
- XLVIII.** Transfer Case Motor: Installing the incorrect transfer case motor or incorrect installation of the correct transfer case motor will not be covered
- XLIX.** Inconsistent tire size or tire circumference on the vehicle will VOID warranty
- L.** Driveshafts and u-joints: Failure to inspect and replace driveshafts and u-joints leading to unit failure will not be covered.
- LI.** Reverse gear clash: Warranty does not cover damage caused by reverse gear clash.