



DirectDrive PLUS, LLC
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Warranty Statement

APPLICABLE PRODUCTS: LiveDrive PLUS Kit

EXPRESS WARRANTY: DirectDrive PLUS, L.L.C., ("DDP") hereby warrants to the original and subsequent Buyer (s) that the above-mentioned products manufactured by DDP are free of defects in material and workmanship for a period of five (5) years from the date of shipment by DDP or 60,000 miles, whichever occurs first. Within this warranty period, DDP will cover parts and labor.

LIMITATIONS: DDP's obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with DDP's Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence, or accidental causes.
- Not altered, modified, serviced (non-routine), or repaired other than by an Authorized Service facility.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; OR USAGE OF TRADE.

EXCLUSIVE REMEDIES: If Buyer promptly notifies DDP upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to DDP must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- DDP reserves the right to physically inspect the Product and require the Buyer to return the same to DDP's plant or Authorized Service Facility.
- In such an event, Buyer must notify DDP for a Return Goods Authorization Number, and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, DDP shall, at its option, repair or replace the Product or refund the purchase price.
- DDP's reimbursement covers only the standard labor up to \$650.00 and DDP components required for the removal, repair, and/or reinstallation of DDP supplied Product.
- DDP's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-DDP supplied components.
- DDP's reimbursement does not cover towing, roadside assistance, or emergency repair charges that may be incurred by the failure of ANY component.
- Absent proper notice within the Warranty Period, DDP shall have no further liability or obligation to Buyer.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL MARCO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.