

KYB LIMITED WARRANTY

KYB Americas Corp. ("KYB"), located at 850 N Graham Rd, Greenwood, IN 46143, warrants to the original retail purchaser that each new KYB product listed below and purchased from an authorized KYB product seller shall be free from defects in material and workmanship for the period(s) of time listed below starting from the date of purchase, when used on private passenger cars and light trucks for personal use under normal operating conditions.

WARRANTY PERIODS AND PRODUCTS

KYB's limited warranty is for the following periods of time and only covers the following KYB products:

Warranty Period	Covered KYB Products
A. Lifetime*	All Branded** KYB Shock Absorbers, KYB Struts, KYB Strut-Plus™ and KYB Strut Cartridges (Except Electronic and Self-Leveling Shocks & Struts)
B. One (1) Year	Strut Mounts, Boots, Hardware, Coil Springs, Steering Stabilizers and other Non-Damper Suspension Components, Electronic and Self-Leveling Shocks & Struts and KYB JAOS products.

* "Lifetime" means for as long as the original retail purchaser owns the vehicle on which the KYB products were originally installed.

** "Branded" means the official KYB logo is physically and visibly stated on the outside of the covered product.

WHAT IS COVERED BY THIS WARRANTY?

This warranty covers defects in material and workmanship in the covered KYB products listed above. KYB's sole and exclusive obligation and the original retail purchaser's sole and exclusive remedy under this warranty is limited to the exchange/replacement of a defective covered KYB product in accordance with this limited warranty.

CAN THIS WARRANTY BE TRANSFERRED?

NO. This warranty is not assignable or otherwise transferable to any subsequent purchaser or user of the product and any sale or other transfer of the product shall void this warranty and KYB shall thereafter have no further obligation or liability with regards thereto.

HOW TO MAKE A WARRANTY CLAIM

To make a warranty claim for an alleged defective KYB product, the original retail purchaser must do the following:

1. Present the original retail proof of purchase (i.e. original sales receipt) listing a valid KYB part number for a covered product to the original place or point of purchase.
2. The product must be inspected to verify the product qualifies for a replacement/exchange under the terms of this warranty. The inspection and verification is provided free of charge to the original retail purchaser.
3. To have the product inspected and verified, the original retail purchaser must (a) return the alleged defective KYB product to the original place or point of purchase, and (b) submit a valid copy of the original dated retail proof of purchase listing a valid KYB part number for inspection and verification. If the original place or point of purchase no longer exists or for any other reason the original retailer purchaser is unable, despite good faith efforts, to return the product to the original place or point of purchase, the original retail purchaser must then return the alleged defective KYB product and proof of purchase to an authorized KYB product seller. A list of authorized KYB product sellers is available at www.kyb.com/sellers.
4. Warranty claims will only be honored for KYB products listed above and not otherwise excluded by this Limited Warranty.
5. If the provisions of this warranty are met and the product is determined to be defective and qualifies for replacement/exchange, the product will be replaced/exchanged with a new unit of the same or superseded KYB part number. In the case of a KYB product being superseded, the replacement part must be stated in the application section of the current KYB catalog.
6. If deemed defective, the original purchaser is entitled to one replacement unit. The no charge replacement unit is not eligible for warranty or any other claims.
7. Installation, removal and/or diagnostics are not included in this warranty.

WHAT IS NOT COVERED BY THIS WARRANTY?

The KYB Limited Warranty does not apply to KYB products that (a) are worn, but are not defective; (b) do not qualify due to the expiration of the warranty time duration specified above for each product; (c) are installed on non-cataloged applications; (d) are purchased from an un-authorized KYB parts reseller; (e) are altered, modified, reworked, improperly applied or installed, or abused; (f) are installed on vehicles for commercial or racing purposes; (g) are damaged due to vehicle modifications or accident. and/or (h) failure to satisfy any of the other requirements as set forth above. An example is where only one unit is defective and the consumer requests a pair be replaced. Since the KYB warranty only covers the defective unit, the claim for the worn but not defective unit will not be honored. The cost of any diagnostics, removal of a defective KYB product and installation of a replacement KYB product is not included. The cost of transportation for the shipment of an alleged defective or replacement KYB product is not covered by this warranty.

KYB'S LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, PROVIDED HOWEVER, THAT ANY IMPLIED WARRANTY, WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE LIMITED WARRANTY PERIODS SET FORTH HEREIN FOR THE COVERED KYB PRODUCTS. KYB SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

KYB'S LIMITED WARRANTY GIVES YOU CERTAIN LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE LIMITATIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

RESOLUTION PROCESS-BINDING ARBITRATION

Any disagreement, dispute, controversy or claim arising out of or relating to this Limited Warranty or the KYB product(s) must be brought in the original retail purchaser's individual capacity and shall be settled by binding bilateral arbitration located in Indiana before one arbitrator in accordance with the Rules of the American Arbitration Association (AAA) and the Federal Arbitration Act (FAA). The original retail purchaser will not be able to bring a lawsuit for any dispute relating to the covered products. Instead, the original retail purchaser must submit any and all disputes through the AAA, which includes mandatory bilateral arbitration that is binding on both KYB and the purchaser. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Absent a separate, signed written agreement between KYB and the original retailer purchaser, no class arbitration is permitted and original retail purchaser is prohibited from acting as a class representative or as a member of any class of claimants pertaining to any claim subject to arbitration. Nor shall the original retail purchaser's claim be joined by any other person's claim or the original retail purchaser act directly or indirectly as a representative on behalf of any other person's claim.