

Quaife ATB Differential – Warranty and Limitation of Liability

Warranty

R.T. QUAIFE ENGINEERING LTD ("Quaife") warrants each new Quaife Automatic Torque Biasing (ATB) differential excluding specialised vehicles both purchased and used anywhere in the World outside the United States of America (including its territories and dependencies), Canada or Mexico, against defects in manufacture, material and workmanship, when used in the vehicle application for which it was originally designed and specified, under any and all operating conditions, including racing, for as long as the original purchaser owns the differential.

Quaife will replace or repair, free of charge, at its sole discretion, for each qualifying original purchaser, any defective ATB differential both purchased and used anywhere in the World outside the United States of America (including its territories and dependencies), Canada or Mexico, which is returned to Quaife and which is not excluded from the warranty benefits of this warranty.

Important: Exclusion from Warranty Coverage: This warranty does not extend to any ATB differential, or part thereof, which has been either purchased in or imported into, and or used in any one or more of The United States of America (including its territories and dependencies), Canada or Mexico.

To qualify for this warranty the original purchaser must complete the "warranty registration form" via our website homepage.

Important: The Warranty will be voided or inapplicable to any ATB differential:

- (1) which is not bought new and un-used directly either from Quaife or a distributor or dealer authorised by Quaife to distribute the ATB differential in the territory of purchase; or
- (2) which is degraded, damaged or deteriorates due to fair wear and tear within parameters of high performance use; or
- (3) which is damaged or broken due to careless or inappropriate installation or removal ; or
- (4) which is installed or used in any vehicle or manner for which it is not specified by Quaife; or
- (5) which is modified altered reconfigured or disassembled in any manner by any person other than Quaife after it has been manufactured by Quaife.
- (6) which has had its Quaife-stamped part number tampered with or removed.

Warranty Claims Procedure:

If making a claim for replacement or repair, you the original purchaser must send the ATB differential you purchased, together with a copy of the warranty registration form, and original proof of purchase in your name, to Quaife at:

R.T. Quaife Engineering Ltd, Vestry Road, Otford, Sevenoaks, Kent TN14 5EL, England by traceable delivery (Recorded Delivery/Courier). Quaife will contact you when the ATB differential has been received.

Quaife need not honour the warranty if all the requisite evidence of original purchase is not supplied by you.

If you have a valid warranty claim Quaife will bear the cost of sending back to you the replacement or repaired ATB differential, solely to the address at which the warranty is registered.

If you are not the original purchaser of the ATB differential, you should contact Quaife, at +44 (0)1732 741144, for information concerning after sales repairs.

Limitation of Liability

Save in the event of death or personal injury caused to any person a national or resident of a member state of the European Union by any negligent act or omission of Quaife, Quaife excludes to the fullest extent permitted by law any liability to the purchaser of an ATB Differential or any person claiming through that purchaser and Quaife accepts no obligation to bear any labour costs or other costs of return, removal and/or installation and will not be liable for any special, incidental, or consequential damages, including loss of use of any vehicle. Each Purchaser acknowledges that motor racing is a dangerous sport and that he or she is responsible for taking and will take all necessary safety measures to minimise the risk of injury loss or damage arising from the use to which an ATB Differential is subjected.

PLEASE KEEP THIS FOR YOUR RECORDS.

The Warranty is in addition to, and the limitations and exclusions in this Warranty do not limit, the minimum statutory rights of consumer purchasers in the European Union, where those may exceed the limitations in any particular instance. This warranty and limitation of liability is governed by English Law.

The terms of this warranty extend to all ATB Differentials sold with this warranty form. Quaife reserves the right to vary or alter the terms.