



ELECTROMOTIVE, INC. LIMITED PRODUCT WARRANTY

Products manufactured by Electromotive (XDi Ignitions and TEC ECUs) are built to last. Many of our products have been in service for multiple decades. Products sold, but not manufactured, by Electromotive are warranted as described under **Third Party Products and Parts**.

Should your product fail to function properly during the warranty period, please first check **Tech Support** information available at www.electromotive.com under the **Support** tab. You may find that the issue is due to something other than unit malfunction.

Our warranty period was increased from 1 year to 3 years on January 1, 2015. The extended warranty is also retroactive to units sold since January 1, 2014.

New Product Limited Warranty:

With a **3 year limited warranty**, Electromotive offers, by far, one of the best warranties in the business on all new XDi and TEC units, for the original purchaser only, from the original purchase date. We warrant all products manufactured by Electromotive to be free of defects in materials and workmanship during the warranty period. Any defective products that are returned to Electromotive within the warranty period will be repaired or replaced, at the option of Electromotive. Replacement products may include remanufactured or refurbished products or components.

The replacement product will, in turn, be warranted to the original purchaser for **3** years from the date of replacement.

Note: Products that show evidence of tampering, abuse, accident damage, unusual wear and tear, or other unusual conditions may be excluded from warranty coverage. See details under **Warranty Exclusions**.

Electromotive will pay for standard shipping to return the repaired/replacement unit to the customer, if a defect covered under warranty is found. **However, if your product is shown to be performing correctly when we receive it, or if it is excluded from warranty coverage as described below, you may be charged a small fee for handling and return shipping.**

If You Need Warranty Service:

Notify us at support@electromotive.com or 703/ 331-0100 M-F 8:30 to 5:00 EST. Then, send (1) a completed Electromotive Diagnostic & Repair Request Form, with a summary of the issues you are experiencing, (2) a copy of your sales receipt, and (3) the XDi or TEC unit. Ship to: Electromotive Repairs, 9131 Centreville Road, Manassas, VA 20110. **You must include the sales receipt, and it must clearly show name of the seller, date of purchase and purchase amount.**



Out-of-Warranty Product Repair

Should your product be out of warranty, we offer factory diagnosis and repair services. There is a small fee for diagnosis and estimation of repair costs. Check with us for the current diagnosis fee. You will have options including (1) repair, (2) purchasing a refurbished unit (if available), or (3) trading your old unit for a discount on a new unit. We strive to keep our repair times to within 5 business days, plus shipping days.

Third Party Products and Parts:

We make every attempt to source third party products and parts that live up to our quality standards. In the rare instance that one of these third party products/parts fails within 90 days of purchase, return it to us along with a copy of your sales receipt and we will replace it with a new, remanufactured, or refurbished product, unless an exclusion listed under **Warranty Exclusions** applies.

Warranty Exclusions:

The following conditions are excluded from warranty coverage:

1. Any product, on which the serial number has been defaced, modified or removed or does not appear in the Electromotive serial number registry.
2. Damage, deterioration, or malfunction resulting from:
 - a. Accident, misuse, neglect, contamination, fire, water, lightning, or other acts of nature, unauthorized product modification, tampering, or failure to follow instructions supplied with the product/available for download from www.electromotive.com
 - b. Repair or attempted repair by anyone not authorized by Electromotive.
 - c. Removal or installation of the product.
 - d. Causes external to the product, such as electric power fluctuations or failure
 - e. Use of supplies or parts not meeting Electromotive specifications.
 - f. Shipment.
 - g. Any cause other than a defect in a product sold or provided by Electromotive.

Determinations:

All determinations as to warranty coverage, warranty exclusion, and appropriate remedy will be made in the reasonable discretion of Electromotive.

Disclaimer of Implied Warranties:

Apart from the above Limited Warranty, Electromotive disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability and



fitness for a particular purpose, and any warranties that might otherwise arise from usage of trade or course of dealing.

Exclusion of Damages:

Your sole and exclusive remedy, and Electromotive's entire obligation, for breach of warranty is repair or replacement of the defective product. Electromotive's liability is limited to repair or replacement of the defective product. In no event will Electromotive be liable for any monetary damages, whether direct, indirect, consequential, special, incidental, punitive, exemplary, or other damages, arising out of or in connection with any product (including third party products) sold or provided by Electromotive. This exclusion applies to all monetary damages of any kind, including but not limited to:

1. Costs of removal, installation, tuning or set up of the product before or after the malfunction.
2. Damage to, or costs of repair to, the engine or vehicle on which the product was installed or to any other property.
3. Damages for inconvenience, loss of use of the product, loss of time, loss of profits, loss of business opportunity, loss of goodwill, interference with business relationships, or other commercial loss, even if advised of their possibility of such damages.
4. Claims against the customer by third parties.
5. Shipping charges from the customer to Electromotive.
6. Damages or costs resulting from a cause other than a defect in a product sold or provided by Electromotive.

This exclusion of damages shall apply to the maximum extent permitted by applicable law and shall continue in effect regardless of whether Electromotive has been advised or should have known of the possibility of any particular damages, regardless of whether any exclusive remedy provided in this Agreement is deemed to have failed of its essential purpose, and regardless of whether the customer is deemed to have been left without an effective remedy.



ELECTROMOTIVE DIAGNOSTIC & REPAIR REQUEST FORM

Warranty _____ Non-Warranty _____ (Check one)

NOTE: If warranty repair, you must be the original owner of the product and include a copy of your sales receipt that clearly shows the business that sold the product, date and price.

Name (print): _____

Business Name: (If applicable): _____

Contact Phone #: _____ Contact Email: _____

Street Address: _____

City: _____ State/Province: _____

Country: _____ Postal Code: _____

About Your Product:

Model Name: _____ Serial Number: _____

Brief Description of the problem:

(Non-Warranty Repairs Only) I agree to pay Electromotive's current diagnostic fee for diagnosing the problems with my returned product.

Signature

Include in the box:

1. This form
2. Your sales receipt (warranty repairs only)
3. Your Electromotive product

Ship to: **Electromotive, Inc.**
ATTN: Diagnostics & Repairs
9131 Centerville Rd.
Manassas, VA 20110