

General Calibrated Power Solutions Transmission Warranty

Calibrated Power Solutions, Inc. home of DuramaxTuner.com (CPS) DT Series Transmissions that include a torque converter come with a **THREE YEAR** Limited warranty, which can be extended by two years for a total of 5 years of coverage if an extended warranty is purchased at the time of warrantable product purchase. DT Series Transmissions without a torque converter include a 1-year Limited Warranty on the labor and craftsmanship only. All labor, shipping, or any other charges associated with the product and/or the product's failure are not covered under this Warranty. Labor and/or shipping charges will not be refunded under any circumstance. Transmissions that are purchased without a torque converter will not be covered by this or any CPS warranty.

CPS reserves the right to exhaust all remote diagnostic options prior to shipping your transmission to CPS for warranty work. If shipping your transmission to CPS is deemed necessary by our staff, you will be provided instructions on how to properly do so.

In the event a customer is instructed to ship their transmissions to CPS, the consumer must return the defective transmission and torque converter to CPS regardless of whether it was purchased with the transmission or not. If the torque converter used with the transmissions is not received the inspection cannot take place and the warranty will not be honored at that time. After CPS inspects the product as well as the torque converter used with it and completes the failure analysis, the CPS inspector will provide written documentation stating the condition of the product and determine, to the best of his or her ability, what caused the malfunction or complaint. Based on the findings of the inspection report, CPS will then determine whether there is a valid Warranty claim.

Once the product has been returned to CPS for inspection, service, and potential repair or replacement, **the consumer** must pay for shipping to and from CPS's shop. When the defective product arrives at CPS's shop, CPS will inspect the product. CPS will then assess the product for warrantable damage. If the product has failed under the terms of the original Warranty contract, CPS will repair or replace the product – **at CPS's discretion**. If the product has failed due to any issue **not covered** under the original Warranty, CPS will assess charges to the consumer based on any parts and labor necessary to return the product to nominal CPS standards. CPS will bill the consumer for the total cost of parts and labor required for repair of the product, and shipping to and from the CPS Shop, prior to the repaired/replaced product being sent to the consumer.

CALIBRATED POWER SOLUTIONS (CPS) LIMITED WARRANTY STATEMENT – TERMS AND CONDITIONS

Important General Provisions

By purchasing any CPS Transmission package or Transmission product the purchaser agrees to the following terms:

1. This Warranty **DOES NOT**, under any circumstance, cover broken transmission shafts whether they are stock or billet. If CPS determines, through reasonable evidence and inspection, that you have broken a transmission shaft, hub, sprag, or gear set, then CPS reserves the right to refuse coverage under these express terms.
2. This warranty does not apply to vehicles used for racing or any type of vehicular competition.
3. CPS warrants to the **original purchaser and Vehicle only**, that any items purchased shall be covered for defects in material and/or workmanship.
4. CPS reserves the exclusive right to determine the course of action regarding diagnostics, repair, and/or replacement of any and all warrantable products. This includes the option to perform a remote diagnosis of any broken, damaged, or malfunctioning parts or products.
5. This warranty is limited to the first retail purchaser of the transmission ("The Purchaser"). This warranty does not cover DT Series transmissions installed in NON COMERCIAL Truck/Car applications. No Racing, Vehicles that are heavily modified such as oversized tires of 37" tall or larger, Engines at or higher than 600HP or Improperly tuned engines that cause the transmission to be in the wrong gear are not eligible for any type of Labor or shipping coverage under any circumstance
6. Entering into this contract, the purchaser accepts there will be **no cash refunds for products that have been installed or used in any way**. Any compensation for unused product(s) is at the sole discretion of CPS. If any refund is granted a restocking fee of 10% or more to be determined by factors such as date of purchase and return and condition of product. This is **NOT** negotiable under any circumstance.
7. All decisions made by CPS are final. In the event of a Warranty claim, all warrantable products, along with the torque converter regardless of whether it was purchased from CPS or not, in the case of DT transmissions must be returned, prepaid, with a complete service history and proof of purchase (date/invoice).

8. **For a Warranty to be claimed CPS, Inc must have received Warranty Registration information from the consumer for the product in question. This includes mileage, VIN and modifications at the time of installation, customer name, name of install shop, date of installation, and a copy of the invoice that the transmission was purchased on. This information MUST be postmarked or received by CPS within 30 days of the transmission purchase or your transmission warranty will be voided.**
 9. Warranties of DT Series Transmissions that include a torque converter can only be extended by an additional two years on top of the standard limited warranty if and only if a warranty extension is purchased at the same time as the transmissions is purchased. Extended warranties cannot be purchased after the transaction of purchasing a transmission or for DT series transmissions that do not include a torque converter.
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1. Repaired or replaced product(s) will be returned to the consumer. Any part(s), transmissions, or torque converters sent to CPS that are determined to be failed units will remain the property of CPS.
 2. In the event of a warranty repair or replacement, the product warranty period continues from the original date of the original purchase of the product, except in the event that the product has been transferred ownership. If a product has transferred ownership the warranty will then be no longer valid. Warranty transfers are not permitted under any circumstance. The warranty period runs from the original date of sale to the purchaser and is not extended by supply of a replacement part, component or assembly.
 3. If you have trouble with a CPS part, you may **not, under any circumstance**, bring any legal action against CPS under the terms of this Warranty outside of McHenry County, Illinois.

CPS may amend this Warranty from time to time, at its discretion, to keep up with changing business conditions and technology.

CPS, Inc expressly reserves the right to cover consequential damages. For example, if a provided Goerend torque converter fails under applicable conditions and within the Warranty term, CPS is not liable for any damage that failure would cause to the transmission or other vehicle components. The consumer expressly agrees and acknowledges that CPS is not responsible for any consequential damage that may or may not have been related to its product failure.

CPS Inc DT Series Transmission Warranty Information.

DT series transmissions that include a Goerend torque converter come with a 3-year limited warranty. You can extend this warranty for an additional two years by purchasing the extended warranty only at the time of warrantable product purchase.

This Warranty shall not apply to any DT series transmission that has been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, Improper Tuning, accidents, or neglect. This Warranty shall not apply to any DT series transmission that has been improperly repaired, maintained and/or altered by the owner or his agent/tech. This includes (but is not limited to) Items 1 through 6 – listed here:

1. Modifications to cooler systems that are not approved by CPS (i.e.: external transmission coolers)
2. Utilizing transmission tuning that is not manufactured by CPS
3. Broken, fractured, or sheared shafts/gears and damaged cases are not covered under this Warranty.
4. Damage to the front pump due to mis-installation or misalignment of the torque converter.
5. No Racing, Vehicles that are heavily modified such as oversized tires of 37" tall or larger, Engines at or higher than 600HP or Improperly tuned engines that cause the transmission to be in the wrong gear are not eligible for any type of Labor or shipping coverage under any circumstance
6. Damaged gear train due to insufficient lubrication as a result of:
 - Low fluid level
 - Improperly serviced transmission
 - Clogged filters
 - Restricted cooler lines
 - Or Cracked or damaged cooler lines

CPS **will not** pay for **any fluids** replaced in the event of a transmission failure. Synthetic fluids are not covered under any circumstance. The consumer is responsible for the cost of **Synthetic ATF**. If CPS discovers the cooler flow is insufficient to support the proper transmission operation, the company reserves the express right herein to void this Warranty.

CPS' Limited Warranty does not apply to extreme horsepower or race applications and does not apply to any engine modifications as built by CPS, its agents, or any third parties. CPS reserves the exclusive right to determine whether its products have been used for extreme

horsepower and race applications and reserves the exclusive right to void this Warranty if its investigation reveals the same.

Aside from provisions set forth in this statement or other CPS Warranty-related documents, CPS disclaims any implied warranties of merchantability and fitness for a particular purpose. CPS disclaims any liability for incidental or consequential damages including but not limited to: repair labor, rental vehicles, hotel costs, emotional distress, or any other inconvenience costs. **This Warranty is in lieu of all other warranties or guaranties, either express or implied and shall not extend to any consumer or to any person other than the original purchaser residing within the boundaries of the continental U.S. or Canada.**

Most importantly, all transmission shafts are not covered by this Warranty on any transmission due to the capability of certain situations to cause stress-loads beyond the structural ability of the shaft. CPS' DT Series Transmission Warranty is NOT transferable.

The Following is NOT Covered Under CPS Warranty

CPS is **NOT LIABLE** for any towing charges, travel/lodging expenses, lost wages, business losses, replacement vehicle charges, or any other resulting charges due to the failure of the component in question. Labor and/or shipping charges are only covered for specified items as CPS sees fit.

Required Before Installation

To ensure your warranty stays active you must perform these procedures before installation of your DT series transmission.

Transmission lines and coolers must be flushed by a certified automotive shop before installing the DT series transmission. CPS will not cover replacement parts, labor costs, or shipping charges if a transmission is returned for warranty analysis and debris from another transmission is found.

The customer must provide the Invoice for the terms provided. Consumers who are certified technicians must obtain CPS express written authorization before servicing their CPS product.

Required Service Intervals for DT Series Transmissions Post Installation

To ensure your warranty stays active you must abide by the following service intervals and guidelines. Failure to do so may result in your warranty being voided.

You must replace your external screw on the transmission fluid filter as well as clean both the transmission pan magnet and the drain plug magnet within the first 1000 miles of driving after installation.

The spin-on filter located on the outside of the transmission must be replaced every 10,000 Miles

A qualified automotive shop must service all DT transmissions **at every 25,000 (Twenty-Five Thousand) miles service interval**. This service must include fluid, external filter, internal filter, and gasket replacement.

The customer must provide the Invoice for the terms provided. Consumers who are certified technicians must obtain CPS express written authorization before servicing their CPS product.

Goerend™ Torque Converter Limited Lifetime Warranty:

Limited Lifetime Warranty is specifically limited to the torque converter purchased from Goerend™. Warranty applies to any potential manufacturing defect inside the torque converter. This warranty does not cover any outside influences on the torque converter, or OEM stators. Warranty does not include loss of time, use, towing, installation, freight, or per diem damages. To transfer the warranty, an invoice must be provided to Goerend™. Warranty only valid through Goerend™.

Notification

There are **no cash refunds**. In the unlikely event the consumer is dissatisfied with one of the products or services provided by CPS, the only remedy available under the terms of this agreement is to have repair or replacement services provided under the Warranty or to trade products for like CPS manufactured products and services. If the consumer attempts a credit card chargeback on any product purchased from CPS, the consumer agrees to refund the full amount of the chargeback plus a 50% penalty for the inconvenience and accounting costs.

In case any dispute arises of any nature by a consumer against CPS (including, but not limited to Warranty claims), such disputes brought by a consumer must be resolved in McHenry County,

Illinois, in McHenry County/District Court. CPS expressly reserves the right to sue consumer(s) in McHenry County/District Court to collect any unpaid accounts, and the consumer agrees to the jurisdiction and venue of said Courts.

Extended Warranty

An extended warranty can be purchased only at the time of product (transmission) purchase. Failure to do so will only allow for a three-year product warranty to be activated pending warranty registration card or form submission. To activate the warranty and ensure it remains valid, you must complete the warranty card or form registration within 30 days of purchasing the warrantable product. This applies to both limited and extended warranties.

Warranty Registration

Please go online to

www.duramaxtuner.com/DTTransmissionWarrantyRegistration

to register your product(s). **This is important!**

Registration is necessary to activate your CPS Warranty. CPS must have the Warranty Registration information on file for each warrantable product to receive any type of Warranty coverage for that product.