

# Gabriel<sup>®</sup> LIMITED PRODUCT WARRANTY

THIS LIMITED PRODUCT WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

## WHAT THIS LIMITED PRODUCT WARRANTY COVERS:

Ride Control, LLC (“Gabriel<sup>®</sup>”) provides the following warranties for covered products to the **original purchaser** against defects in materials and workmanship when used **under normal operating conditions** for the applicable time periods described in the below chart. This Limited Product Warranty is not transferable to subsequent purchasers or owners of the product.

FOR PRIVATE VEHICLES		
Product Line	Series	Warranty
Ultra <sup>®</sup> Cartridges Ultra <sup>®</sup> Spring Seat Shock Absorbers Ultra <sup>®</sup> Struts ReadyMount <sup>®</sup> Struts Ultra <sup>®</sup> LT Shock Absorbers Ultra <sup>®</sup> Shock Absorbers MaxControl <sup>®</sup> Monotube Shock Absorbers	G44000 G51000 G55 & G56000 G56000 G57000 G63000 69000 75, 77000 & 79900	<b>Limited Lifetime.</b> Gabriel <sup>®</sup> warrants each new <b>Ultra<sup>®</sup> Cartridge, Ultra<sup>®</sup> Spring Seat, Ultra<sup>®</sup> Strut, ReadyMount<sup>®</sup> Strut, Ultra<sup>®</sup> LT Shock Absorber, Ultra<sup>®</sup> Shock Absorber and MaxControl<sup>®</sup> Monotube Shock Absorbers</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions on a private vehicle <b><u>for as long as such purchaser owns the vehicle on which it was originally installed.</u></b> Shocks used with suspension lift kits are specifically excluded from this warranty.
ProGuard <sup>®</sup> Shock Absorbers	61000	Gabriel <sup>®</sup> warrants each new <b>Proguard<sup>®</sup> Shock Absorber</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions on a private vehicle <b><u>for 60 months or 60,000 miles from the date of purchase, whichever comes first.</u></b>
Guardian <sup>™</sup> Shock Absorbers Classic <sup>®</sup> Shock Absorbers	81000 82000	Gabriel <sup>®</sup> warrants each new <b>Guardian<sup>™</sup> and Classic<sup>®</sup> Shock Absorber</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions on a private vehicle <b><u>for 36 months or 36,000 miles from the date of purchase, whichever comes first.</u></b> Shocks used with suspension lift kits are specifically excluded from this warranty.
Suspension Mounts & Cushions	141, 142, & 143000	Gabriel <sup>®</sup> warrants each new <b>Suspension Mount &amp; Cushion</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions on a private vehicle <b><u>for 12 months from the date of purchase, whichever comes first.</u></b>
Steering Dampers Steering Stabilizers & Brackets Front & Rear Spring Assist *hijackers <sup>®</sup> Shock Absorbers	14000 6800SE & 1300 34000 & 43000 49000	Gabriel <sup>®</sup> warrants each new <b>Steering Damper, Steering Stabilizer &amp; Bracket, Front &amp; Rear Spring Assist, and hijacker<sup>®</sup> shock absorber</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions on a private vehicle <b><u>for 24 months or 24,000 miles from the date of purchase, whichever comes first.</u></b> Shocks used with suspension lift kits are specifically excluded from this warranty.  *For Gabriel <sup>®</sup> hijackers <sup>®</sup> : This warranty is valid only for Gabriel <sup>®</sup> hijackers <sup>®</sup> installed in accordance with the installation instructions packaged with each Gabriel <sup>®</sup> hijackers <sup>®</sup> product. Gabriel <sup>®</sup> hijackers <sup>®</sup> systems should not be utilized on any vehicle having modifications that would not provide normal operating clearances (including but not limited to clearance between tire and fender or frame) when the Gabriel <sup>®</sup> hijackers <sup>®</sup> are completely deflated. Gabriel <sup>®</sup> is not liable for and damage resulting from the use of Gabriel <sup>®</sup> hijackers <sup>®</sup> at the fully extended position is specifically excluded from this warranty.

**FOR COMMERCIAL VEHICLES**

<b>Product Line</b>	<b>Series</b>	<b>Warranty</b>
GasSLX® Shock Absorbers	89000	Gabriel® warrants each new <b>GasSLX® Shock Absorber</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions <b><u>for 24 months from the date of purchase or for 200,000 miles whichever occurs first.</u></b>
FleetLine® Shock Absorbers	83000, 85000, 85300, 85700, 85900, 87000	Gabriel® warrants each new <b>FleetLine® Shock Absorber</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions <b><u>for 12 months from the date of purchase or 100,000 miles whichever comes first.</u></b>
LTV™ Commercial Series Shock Absorbers	58000	Gabriel® warrants each new <b>LTV™ Commercial Series Shock Absorber</b> to the original purchaser against defects in materials and workmanship when used under normal operating conditions <b><u>for 24 months or 24,000 miles from the date of purchase.</u></b>

**WHAT THIS LIMITED PRODUCT WARRANTY DOES NOT COVER:**

In addition to any other specific product exclusions described in this Limited Product Warranty, Gabriel® shall not be liable for and the provisions of this Limited Product Warranty **shall not apply** to any Gabriel® product that has been:

- (1) installed on a vehicle for which it was not cataloged, or
- (2) installed on any private vehicle registered or utilized for commercial, racing and / or competitive purposes, or
- (3) installed on any commercial vehicle registered or utilized for racing and / or competitive purposes, or
- (4) used for any purpose for which it was not designed or intended or used outside normal operating conditions, or
- (5) altered, modified or subjected to misuse, negligence, or accident or damage, or
- (6) discontinued and/or obsoleted from production, or
- (7) exposed to excess moisture or fire, or
- (8) improperly installed, repaired or maintained.

**HOW TO GET SERVICE:**

If failure of a covered product should occur, you must return the Gabriel® product, together with dated proof-of-purchase and a statement attesting to the miles in use, to a Gabriel® supplier for verification and replacement during the applicable warranty period. **Cost of removal and installation is not included.** Defective shock absorbers should **not** be returned directly to Gabriel®.

If a covered product is not as warranted during the applicable warranty period, Gabriel® will, at its option and as your sole and exclusive remedy, either repair, replace or provide a substitute for such product or refund the amount paid for such product. Gabriel® will perform the warranty as soon as reasonably practical following the return of the product in accordance with the above instructions.

**DISCLAIMERS AND LIMITATIONS:**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. TO THE EXTENT THAT SUCH DISCLAIMER IS NOT PERMITTED OR VALID UNDER APPLICABLE LAW OR THE IMPLIED WARRANTIES ARE OTHERWISE IN EFFECT, THEN SUCH IMPLIED WARRANTIES, INCLUDING ANY SUCH IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH IN THE CHART ABOVE.** Some states do not allow disclaimers or limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

**WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY LAW AS HEREBY LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AGREEMENTS, AND SIMILAR OBLIGATIONS OF MANUFACTURERS OR SELLERS WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PRODUCT OR PARTS COVERED IN THIS LIMITED PRODUCT WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GABRIEL® BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL**

DAMAGES, EVEN IF GABRIEL® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GABRIEL'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED PRODUCT WARRANTY OR THE PRODUCTS SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY THE ORIGINAL PURCHASER TO GABRIEL® FOR THE PRODUCT AT ISSUE. Some states do not allow the exclusion or limitation of indirect, special, consequential, punitive or incidental damages so the above limitations may not apply to you.

No person, agent, distributor, dealer, installer or company is authorized to change, modify, or extend terms of this warranty in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of Gabriel® arising under this warranty or under any statute, or law of the United States or any state thereof, is hereby limited to the duration of this warranty. Some states do not permit limitation of the time within which you may bring an action beyond the limits provided by state law so the above provision may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state.

**CONTACT INFORMATION:**

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