

## **Our Warranty, Terms & conditions**

The Koch Enterprises warranty is straightforward. All Koch Enterprises products are guaranteed against defects in materials or workmanship. This limited and non-transferable warranty does not cover product damages that may have resulted from normal wear and tear or misuse/abuse of the product. Koch Enterprises will not be liable for any consequential, incidental, or punitive damages arising from the use of this product. Customer's expenses and/or Customer's third-party labor and parts expenses are not covered.

If your Koch Enterprises-manufactured conversion components ever fail despite proper installation, we'd like to know about it and work with you. Our kits have been developed with extreme precision and in use for in many years. Some of our earliest components are still in service in their Jeeps today. We are committed to supporting our customers in their purchases. We believe that your Koch Enterprises components are made to the highest standards in the conversion industry.

This warranty can be denied if Koch Enterprises reasonably determines that damage occurred due to:

- Improper installation.
- Modified engines and/or components such as but not limited to injection pumps, injectors, timing.
- Improper torque applied to fasteners.
- Misaligned bellhousings, flywheels and starters
- Improper shimming of flexplates, flywheels and starters.
- Outright abuse
- Normal wear and tear
- Water damage
- Other customer errors not listed, as determined by Koch Enterprises

Koch Enterprises may guarantee Koch Enterprises-manufactured products only. Other products as sold by Koch Enterprises but not manufactured by Koch Enterprises may be covered by their own warranties.

Koch Enterprises products and procedures have been designed for off-highway applications only. Installation on a vehicle intended for use on public roads may violate U.S., Canadian, state or provincial laws and regulations including those related to emissions and vehicle safety standards. In addition, installation of Koch Enterprises products may adversely affect the warranty coverage on your vehicle.

## **Shipping**

All items bought as new are inspected and leave our facility in factory new condition and are packaged with experience and excellent care. All items are shipped with insurance for full invoice value. Any items damaged in shipping must be reported within 10 days of delivery. It may be the buyers responsibility to contact the parcel company for any damage claims.

## **Website & Other Information**

The Koch Enterprises website is a tremendous informational resource and every attempt at informational accuracy has been made. Koch Enterprises grants you a limited license to access and use this website only in accordance with and for the purposes set for in these Terms and Conditions. The information contained on this website, quotes, instructions or invoices is for guidance only, and does not guarantee or constitute a warranty of fitness, applicability or compatibility with your particular project. Koch Enterprises representative's oral or written statements do not constitute warranties. Suitability of parts or information for an application is fully the responsibility of you, the reader or buyer.

In the event that these policies differ or contradict any other written or verbal information from Koch Enterprises, customer agrees that these policies supersede and prevail over all others.

## **Pricing Information & Availability Disclaimers**

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform and fulfill any Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. Any estimates or other information provided by Seller are for planning purposes only.

## **Liability Limitations**

Koch Enterprises shall bear no liability for any loss, damage or injury, either to a person or to property, resulting from the direct or indirect use of any of Koch Enterprises products, or inability by the buyer to determine proper use, loads or application of Koch Enterprises products. With the exception of the limited liability warranty set forth above in section, Koch Enterprises shall not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever to buyer arising out of or connected with the use of any products or information provided by Koch Enterprises. Koch Enterprises shall not have any obligation with respect to the Product or any part thereof, whether based on contract, tort, strict liability or otherwise. The buyer assumes all risks and liability from the use of product or information. Koch Enterprises will not be liable for any consequential, incidental, or punitive damages arising from use of Koch Enterprises products or information.

Any claim related to all information, products or services provided by Koch Enterprises will be governed by the laws of Pennsylvania without regard to conflicts of law rules. In the event of any dispute regarding Koch Enterprises products, services or this web site, the buyer irrevocably consents to exclusive personal jurisdiction and venue in the courts in Cumberland County, Pennsylvania, in connection with any dispute arising under a state claim and to the Federal District courts arising under a Federal claim and the customer waives the right to change venue. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

In the case of Third Party Services (i.e., shipping carriers, etc.) the Third Party shall be the party responsible for providing the services to the Customer and the Customer will look solely to the Third party for any loss, claims, or damages arising from or related to the provision of such third party services. Customer hereby releases Koch Enterprises from any and all claims arising from or relating to the purchase or provision of any such Third Party Services.

In the event that these policies conflict with any other written or verbal documentation from Koch Enterprises, these policies herein shall supercede and take precedence over all others.