

# TI Automotive Limited Lifetime Warranty for Stock Aftermarket Parts

## **1. Scope**

- A. This Warranty applies to stock Fuel Pump Assemblies (which includes Fuel Modules, Sender Assemblies), Electric Fuel Pumps, Electric Fuel Pump Kits and Fuel Pump Strainers (“Parts”) sold by TI Automotive as “aftermarket” products. The Parts shall carry a Limited Warranty according to the terms and conditions set forth herein.
- B. **THIS WARRANTY IS NOT APPLICABLE TO ANY FUEL PUMP OR MODULE WHICH [PROVIDE HIGHER FUEL FLOW TO A VEHICLE’S ENGINE THAN THE ORIGINAL EQUIPMENT UNIT TO SUPPORT INCREASED VEHICLE PERFORMANCE (“HIGH PERFORMANCE PARTS”). HIGH PERFORMANCE PARTS ARE SOLD WITHOUT WARRANTY.**

## **2. Warranty**

- A. Subject to the terms and conditions detailed in this Warranty, TI Automotive warrants that every new Part shall be free from defects in material and workmanship for the remaining life of the vehicle in which they first are installed.
- B. This warranty will last for as long as the original purchaser of the Part owns the vehicle into which the Part is installed.
- C. This Warranty does not apply, and shall be void with respect to, Parts which are:
  - i. Altered by any party;
  - ii. Not installed in accordance with the written instructions included in the original packaging of the Parts, including, but not limited to, failure to install any new Fuel Pump Strainer in-line Fuel Filter, Fuel Tank Lock-Ring and/or O-Ring supplied by TI Automotive as part of the replacement kit;
  - i. Subject to misuse, abuse, negligence or operating conditions other than those for which such Part was designed and intended;
  - ii. Used in an unapproved application or vehicle;
  - iii. Installed in a vehicle where regular preventive maintenance recommended by the vehicle manufacturer was not performed as and when recommended;
  - iv. Deemed by TI Automotive, in its sole judgment, to be defective as a result of contamination due to rust, dirt, debris or agents found in the system;
  - v. Deemed by TI Automotive, in its sole judgment, to be defective as a result of external corrosion;
  - vi. Sold or supplied by an entity other than TI Automotive; and
  - vii. Installed on a vehicle on which the Fuel Pump Strainer does not match the position of the original equipment being replaced. Further, the warranties set out herein shall NOT apply to

any Part installed on any non-automotive vehicle or application, thus the warranties do not apply specifically to Parts installed on aviation vehicles, marine applications, motorcycles, construction vehicles or commercial or domestic garden equipment.

- D. This Warranty does not apply to, and shall be void with respect to, any Part that is installed in vehicles used for towing exceeding the vehicle manufacturer's defined or recommended limits, racing, commercial purposes, taxi fleet, ride hailing, public service, security or government use, off-highway recreational use, or four-wheel drive off-highway competition.
- E. THE WARRANTIES PROVIDED FOR IN THIS SECTION 2 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY TI AUTOMOTIVE IN CONNECTION WITH THE PARTS. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RECEIVED, AND IS NOT RELYING ON, ANY OTHER WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

### **3. Exclusive Remedy And Limitation Of Damages**

- A. The exclusive remedy for any breach of this Warranty shall be replacement of the defective Part(s) in accordance with the terms of this Warranty. At its sole option, TI Automotive may elect to refund the purchase price for any defective Part(s) in lieu of providing a replacement.
- B. Under no circumstances shall TI Automotive be liable for, the original purchase price for the Parts, labor or material expenses, or any indirect, consequential or incidental damages of any kind resulting from use of the Parts. By way of example only, the indirect, consequential or incidental damages disclaimed under this Warranty include, without limitation, loss of the use of the vehicle, towing charges, rental of a replacement vehicle or any other indirect, special, incidental or consequential damages. In the event that the exclusive remedy provisions of this Warranty are found to fail of their essential purpose or to otherwise be unenforceable, the limitations on damages set forth in this Subsection shall be deemed severable and shall continue in effect.

### **4. Non-Transferable Warranty**

This Warranty is for the sole benefit of, and enforceable only by, the first retail purchaser of the Parts. This Warranty is not transferable and is immediately voided in the event that the Parts, or the vehicle in which the Parts have been installed, is sold, leased or otherwise transferred to another owner. Any purported transfer of this Warranty, including a transfer by operation of law, is considered void.

### **5. Procedure For Warranty Claim**

In order to claim replacement Parts pursuant to this Warranty, a purchaser must deliver the Parts and the original bill of purchase for the Parts to:

**TI Automotive  
Attn; Warranty  
630 Columbia Street  
Caro, MI 48723**

### **6. Notice Of Additional Rights**

This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

## **7. Disputes**

This Warranty will be interpreted and enforced under the laws of the state of Michigan, without regard to its choice of law provisions. In no event will the U.N. Convention on the International Sale of Goods apply. All disputes involving this Warranty shall be adjudicated through binding arbitration before the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules. The location of the arbitration shall be in Michigan. All disputes shall be heard by a single arbitrator. Purchaser agrees that he or she will not join or participate in a class action or representative action, act as a representative of others, or otherwise consolidate a claim relating to this Warranty with the claims of others. The decision and any award by the arbitrator may be enforceable in any court of competent jurisdiction. In the event that the arbitration provisions of this Warranty are found unenforceable or purchaser otherwise is permitted by law, statute, or rule, to pursue any claim against TI Automotive in court rather than through arbitration, purchaser agrees that exclusive jurisdiction for such claims will be in the applicable courts located in Oakland County, Michigan or, if federal jurisdiction exists, in the Eastern District of Michigan. At least 60 days prior to initiating any legal proceeding, purchaser shall provide TI Automotive with written notice of the dispute.

## **8. Product Technical Support**

To obtain assistance with the application of this product or other service support information, visit [www.tiautomotive.com/aftermarket](http://www.tiautomotive.com/aftermarket), or email [aftermarket@us.tiauto.com](mailto:aftermarket@us.tiauto.com) or contact TI Automotive Technical Assistance at +1 (989) 672-8383.

**NO PERSON IS AUTHORIZED BY TI AUTOMOTIVE  
TO MODIFY OR ADD TO THIS LIMITED WARRANTY**