

# EZ TRAC™ WARRANTY

Terra Drive Systems (“TDSDrive”) warrants EZ Trac hydraulic AWD systems and components to be free from defects in material and workmanship under normal use and service for **24 months or 100,000 miles from the in-service date of the unit**. TDS Drive requires a delayed warranty start form attached for units not placed into service within 2 months of shipment of our product. Extended warranty coverage available at additional cost. Terms of Extended Warranty are **24 months or 100,000 miles** from the conclusion of the standard warranty.

**The warranty is non-transferable and applies to the original owner only.**

Normal use and service means that the product will be installed, operated, inspected and maintained in accordance with the applicable EZ Trac manual or instructions and any applicable vehicle manufacturer’s manual or instructions.

THE ABOVE WARRANTY IS EXCLUSIVE. TDSDrive MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

No agent, distributor, dealer or employee of TDSDrive has authority to extend the scope of this warranty. This warranty applies only to products which are sold and used only in the United States, Canada and Mexico.

TDSDrive reserves the right to make changes and improvements in design or specifications without notice and without obligation to provide or to substitute new design modifications for those EZ Trac systems or components already in service.

TDSDrive will at its option refund the purchase price of, or repair or replace without charge for parts, any EZ Trac product determined by TDSDrive to be defective in material or workmanship during the applicable warranty period. Labor allowance, if applicable, will be determined in accordance with TDSDrive’s warranty labor rate and time allowances established from time to time. These remedies are exclusive. In no event shall TDSDrive’s liability exceed the purchase price for the EZ Trac product when sold by TDSDrive to the first buyer.

TDSDrive shall not be liable for any incidental or consequential damage or expense resulting from any product defect, including but not limited to loss of profits, loss of use of equipment, increased costs or other expenses.

This warranty shall become effective only when the Warranty Certificate has been returned to TDSDrive and validated by same.

TDSDrive has the sole discretion and authority to approve or disapprove a warranty claim, and authorize the repair or replacement of defective or non-functioning parts.

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## **OTHER WARRANTY EXCLUSIONS**

This warranty does not cover normal wear components and deterioration:

- Brake Linings, Air Brake Chambers, Brake Drums, Slack Adjusters, S Cams and Bushings, King Pins and Bushings, U Joints and Tie Rod Ends

This warranty does not extend to any TDSDrive axles or TDSDrive-authorized repair or replacement components that have been:

- Used in contaminated or unauthorized hydraulic oil

- Used in any application not intended by or contrary to written recommendations or specifications from TDSDrive and the vehicle OEM
- Improperly installed, serviced, maintained or repaired
- Involved in an accident, fire or other casualty
- Misused, abused or neglected
- Operated beyond the rated load capacity or capability of the TDSDrive axle or the respective suspension system or vehicle
- Operated with component parts, (repair, replacement or otherwise) that are not manufactured, distributed, or authorized by TDSDrive
  - Subjected to abnormal operating conditions
  - Subjected to any damage or failure caused by or otherwise attributed to any vehicle components, systems or equipment that are not manufactured or distributed by TDSDrive. TDSDrive shall not be responsible for:
  - Any repairs performed by any unauthorized parties
  - Any costs associated with towing, downtime, or miscellaneous shop charges

### **INSTALLER AND OWNER RESPONSIBILITIES**

The installer is responsible for installing the product according to TDSDrive's approved procedures, for providing a copy of TDSDrive's warranty and installation/parts manual to the owner, and for advising the owner of proper use, service, and maintenance required for the product.

The owner is responsible for operation, inspecting and maintaining the product according to the instructions in the installation/parts manual and any applicable vehicle manufacturer's owner's manual, and for properly instructing all operators and maintenance personnel.

### **PARTS TO BE RERTURNED UNDER A WARRANTY CLAIM**

- Must be accompanied by an RMA (returned material authorization) or the warranty claim number issued by the TDSDrive Warranty Department.
- Must be sent prepaid. TDSDrive will reimburse the customer for the freight charges if the returned parts are confirmed by TDSDrive to be defective or non-functioning.
  - DO NOT destroy the parts being considered for warranty without TDSDrive authorization. All parts in question are subject to return to TDSDrive for evaluation. Failure to return such parts may result in partial or complete rejection of the warranty claim.

### **LIMITATION OF WARRANTY**

THE LIABILITY OF TDSDrive UNDER THIS WARRANTY SHALL BE LIMITED SOLELY TO THE ABOVE-REFERENCED COSTS ASSOCIATED WITH THE REPAIR OR REPLACEMENT, BY AN AUTHORIZED PARTY, OF APPLICABLE TDSDrive/EZ TRAC PARTS THAT ARE DETERMINED BY TDSDrive TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. TDSDrive SHALL NOT BE LIABLE FOR (a) ANY REPAIRS PERFORMED BY ANY UNAUTHORIZED PARTIES, OR (b) ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, TOWING EXPENSES, DOWNTIME EXPENSES, LOST PRODUCTIVITY, ECONOMIC LOSS, LOST REVENUE, LOST PROFITS, CARGO DAMAGE, LOSS OF USE OR DAMAGE TO OTHER PROPERTY, OR ANY OTHER LOSSES OR COSTS RESULTING FROM A TDSDrive/EZ TRAC DEFECTIVE PART COVERED UNDER THIS WARRANTY.

### **ADJUSTMENTS**

When adjustment is sought under this warranty, a claim should be made as follows:

- A. TDSDrive must be notified in writing promptly upon discovery of a claimed defect.
- B. If the product was installed by the vehicle manufacturer (or it's dealer), follow the manufacturer's procedures for warranty claims; or

If the product was purchased from TDSDrive through a distributor of EZ Trac products, have the distributor write or phone the TDSDrive Customer Service Department and ask for a Returned Material Authorization Number.

- C. Components requested by TDSDrive must be returned freight prepaid and accompanied by a properly completed warranty claim form. TDSDrive will specify the ship-to address at time of return approval.

\_\_\_\_\_  
By: (Name), (Title), (Date)  
For:

\_\_\_\_\_  
By: (Name), (Title), (Date)  
For: Terra Drive Systems

Terra Drive Systems  
9098 W. 800 S.  
Brookston, IN 47923  
Tel: 219-279-2801 / 800-348-2474 Fax: 219-279-2390  
Email:  
Web: [www.eztracawd.com](http://www.eztracawd.com)

**Warranty Certificate** (To be filled out by installer)



Vehicle Yr.: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Vin#: \_\_\_\_\_  
Vocation: \_\_\_\_\_

Owner Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Ph#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify this EZ Trac system has been properly installed and validated in accordance with EZ Trac and the vehicle manufacturer / body builder instructions, guidelines and start up Procedure.

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NO POSTAGE  
NECESSARY IF  
MAILED IN  
THE US

TERRA DRIVE SYSTEMS  
9098 W800 S  
BROOKSTON, IN 47923