TJM USA WARRANTY POLICY.



TJM USA Warranty Policy.

Change your mind

All products sold by TJM may be returned with no questions asked within 14 days of the delivery date for a refund or store credit. All returns require a Return Merchandise Authorisation ("RMA") number, and all freight charges are strictly non-refundable. No returns will be accepted on installed or otherwise used products. If the box is damaged upon receipt by TJM, a 20% restocking fee shall apply, which shall be deducted from your refund or store credit. Failure to comply with these terms may result in delayed processing and/or refusal of return. Items that were shipped incorrectly or have been damaged in transit will be reviewed by a member of TJM's Customer Service Team to determine whether you are entitled to the no questions asked return of the products.

What information is needed to complete your return?

- 1. Purchase receipt
- 2. Product in the same condition as it was purchased (including manuals, accessories and packaging)
- 3. Provide your name, telephone number and signature in addition to your receipt and RMA.
- 4. All purchases made on a debit/credit card will be credited back to the original card used.

Assessing your return

TJM reserves the right to reject any product which TJM determines, in its reasonable discretion, has been used or is otherwise ineligible for a refund.

Exclusions

No returns or exchanges will be accepted, and no refunds given for: (i) custom or tailor-made orders or products; (ii) products which have been modified; (iii) improper use of products; or (iv) use of products that does not comply with the product instruction or documentation.

Expenses & return shipments

You are solely responsible for any shipping charges or other expenses relating to the return of your product to TJM Head Office. All shipping to the TJM Head Office must be pre-paid and insured. TJM will not be liable for in-bound packages that are lost or damaged.

For safety reasons, please contact TJM Head Office before returning any bulky products, such as: Bull Bars.

FURTHER INFORMATION. This Refund Policy can also be found online at www.tjmusa.com/ warranty. You may also contact our Customer Service Team to discuss this Refund Policy.

TJM USA Limited Warranty Policy

THIS LIMITED WARRANTY POLICY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

- 1. **Definitions.** For the purpose of this Limited Warranty Policy, the following definitions apply:
 - a. TJM means TJM Off-Road Products Inc.
 - b. **TJM Store** is a Corporate or Distributor Store which has been authorised by TJM to sell and or fit TJM Products
 - c. **TJM Product** means a TJM branded product that TJM manufactures or supplies and which is listed in the Warranty Table on page 7.
 - d. **Non-branded Product** means a product offered for sale by a TJM Store that is not a TJM-branded product.
 - e. **Warranty Period** means, with respect to any TJM Product, the date on which the TJM Product is purchased by the customer and through the time period indicated in the Warranty Table below; provided, however, if the TJM Product is used for Commercial Use, the Warranty Period shall be 2 years 60,000km or the period stated in the Warranty Table, whichever is less.
 - f. **Product Information** means information about the TJM Product which may be contained in: documents provided with the TJM Product i.e. fitting/installation instructions, application guide, owner's manual, operating/safety guidelines, labels attached to a product, manufacturers manual or maintenance guidelines.
 - g. **Commercial Use** means if the vehicle is used as a taxi, hire vehicle or in the mining industry. It does not include use by a tradesperson as part of their normal business.

2. Limited Warranty.

- a. TJM warrants that during the Warranty Period, each TJM Product will be free from defects in materials and workmanship. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE WARRANTY PERIOD OF THIS EXPRESS LIMITED WARRANTY.
- b. This Limited Warranty covers defects in materials and workmanship of the TJM Product for the Warranty Period.
- c. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- d. TJM'S RESPONSIBILITY FOR DEFECTIVE TJM PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED HEREIN.

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3. Eligibility.

- a. This Limited Warranty is extended only to the customer who originally purchased the TJM product. This Limited Warranty does not extend to any subsequent owner or other transferee of the TJM Product.
- b. This Limited Warranty covers TJM Products only. This Limited Warranty does not extend to or cover any Non-branded Product, except to the extent specifically provided herein. TJM shall have no liability for or with respect to any warranty or similar claim for any Non-branded Product(s).
- c. This Limited Warranty does not cover any TJM Product that was custom produced or tailor-made customer orders.
- 4. **Conditions of Warranty.** This Limited Warranty shall only apply if the purchaser:
 - a. had the TJM Product correctly installed by a fitter authorised by TJM or a TJM Store in accordance with the product information;
 - b. makes a claim within the Warranty Period;
 - c. provides proof of purchase of the TJM Product; and
 - d. complied with the warranty maintenance requirements set out in this Limited Warranty or the TJM Product Information.
- 5. **Exclusions.** This Limited Warranty does not cover or apply if:
 - a. the TJM Product is outside of the Warranty Period;
 - b. TJM, in its sole and reasonable discretion, determines the TJM Product has been damaged by: (i) transportation; (ii) storage; (iii) improper use; (iv) failure to follow the TJM Product Information or to perform any preventive maintenance; (v) modifications; (vi) unauthorized repair; (vii) normal wear and tear; or (viii) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.
 - c. the TJM Product has been incorrectly installed;
 - d. the TJM Product has been modified or adapted in any way without TJM's express written permission or authority:
 - e. the TJM Product has been loaded with weight in excess of the TJM Product Information:
 - f. there have been alterations to the vehicle from the vehicle manufacturer's specifications, instructions or manual;
 - g. the TJM Product has been used for racing or competition use;
 - h the TIM Product Information has not been followed

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6. Warranty Claim Procedure. To make a claim under this Limited Warranty Policy or otherwise obtain warranty services, you must call +1 888-909-4856 or email our Customer Service Team at sales@tjmusa.com during the Warranty Period to obtain a Defective Merchandise Authorization ("DMA") number. No warranty service will be provided without a DMA number.

7. Remedies.

- a. Repair, Replace or Refund. With respect to any defective TJM Product during the Warranty Period, we will, in our sole discretion, either: (a)] repair or replace such TJM Product (or the defective part) free of charge; or (b) refund the purchase price of such TJM Product. We will pay for shipping and handling fees to return the repaired or replacement TJM Product to you if we elect to repair or replace the defective TJM Product.
- b. Refurbished Products or Parts. TJM may, in its sole and reasonable discretion, elect to (i) replace any TJM Product(s) with a comparable and/or refurbished TJM Product and/or (ii) use refurbished parts to repair any TJM Product(s) presented for repair.
- c. SPECIAL PROCEDURES FOR CERTAIN PRODUCTS. If TJM elects to repair the defective TJM product, such repair may result in the loss of user-generated data. Customer is solely responsible for saving a copy of or otherwise preserving any data saved on or with respect to the TJM Product which is the subject to the warranty claim. TJM shall have no liability for or with respect to any such data or loss thereof.

8. Limitation of Liability.

- a. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE TJM PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.
- b. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- c. TJM shall not be liable to you or any third party in respect of any claim for injury, death, loss or damage to any person or property caused or arising out of the use of any TJM Product or any Non-Branded Product sold by TJM, except to the extent that liability is imposed upon us by any statutory provisions that cannot be excluded.
- d. It is the sole responsibility of the purchaser to ensure the TJM Product purchased is suitable for its intended use under the relevant law and regulations in their respective jurisdictions.

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- 9. **Expenses.** You shall be solely responsible for any expenses incurred in making or pursuing a claim under this Limited Warranty including, without limitation, costs of shipping or delivering the TJM Product to TJM.
- 10. Dispute Resolution. If you believe TJM has not performed its obligations under this Limited Warranty Policy, please forward your concerns in writing to: Product Quality Control Officer, TJM USA, 344 Coogan Way, El Cajon, CA 92020. You must use this informal procedure before pursuing any legal remedy in the courts.
- 11. **Your Privacy.** TJM will only collect, use and disclose your personal information in accordance with Federal and State privacy laws. Our Privacy Policy can be located at our TJM website at www.tjmusa.com.
- 12. **Your Legal Rights.** You may have rights and/or remedies in addition to those granted under this Limited Warranty Policy including, without limitation, rights or remedies provided under applicable U.S. federal and state consumer law.
- 13. **Further Information.** This Limited Warranty Policy can also be found online at www. tjmusa.com/warranty. You may also contact our Customer Service Team on +1 888-909-4856 to discuss this Limited Warranty Policy.

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Warranty Table

TJM PRODUCT	WARRANTY PERIOD
Protection	3 Years Unlimited km
Suspension	3 Years Unlimited km
Snorkels	5 Years Unlimited km
Towing	3 Years Unlimited km
Compressors & Tyre Accessories	3 Years*
Lighting	3 Years*
Recovery	3 Years
Roof Rack	3 Years*
Vehicle Accessories	2 Years*
Flexi flares	5 Years
Camping	2 Years*
Communications	1 Year*
TJM Canopies & Service Bodies	2 Years or 60,000km whichever comes first (Canopy shell & paint) 1 year (all other parts excluding glass)
Diff-Lockers	5 Years
Power	2 Years*
Storage	1 Year* (Drawer Systems 3 Years)

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