

Gates Automotive Aftermarket Parts Warranty Policies and Claim Procedures

General Warranty Policies

The purchase and use of Gates' automotive aftermarket products are subject to, and constitute acknowledgment of, the current Gates Terms and Conditions of Sale, available online at <https://www.gates.com/us/en/knowledge-center/resource-library/policies-and-statements/sales-terms-and-conditions.html> (the "Gates Terms and Conditions"). Purchasers are responsible for familiarizing themselves with the warranty terms and limitations set forth in the Gates Terms and Conditions.

Gates has established business relationships with certain distributors which are authorized to sell its products. All authorized distributors of Gates products will honor the warranties set forth in the Gates Terms and Conditions, and some may provide their customers with additional warranty-related remedies. If you have a warranty claim, your first point of contact should always be the distributor or retailer that sold you the Gates product.

However, from time to time, Gates products are sold through unauthorized retailers which do not have any established relationships with Gates. Gates does not sell or supply products to these unauthorized retailers, and cannot require them to honor your warranty claim. If the retailer that sold you a Gates product refuses to honor your warranty claim, then please follow the procedures outlined below to process your claim.

NOTE: If you have purchased a Gates product from an unauthorized retailer, then the warranties on that product are strictly limited to the limited warranties set forth in the Gates Terms and Conditions, and Gates will only warranty the repair or replacement of that product to the extent it is defective in material or workmanship during the applicable warranty period (see below). ANY LABOR CLAIMS FOR COSTS YOU MAY HAVE INCURRED TO INSTALL, MAINTAIN, OR REMOVE A GATES PRODUCT THAT WAS PURCHASED FROM AN UNAUTHORIZED RETAILER ARE EXPRESSLY DISCLAIMED AND WILL NOT BE REIMBURSED. Products purchased from unauthorized retailers are also not warranted against improper installation, handling, use or maintenance, or against use in racing or competition. Further, claims related to these products are considered low priority and have longer lead times for processing than claims related to products purchased through authorized distributors.

Applicable Warranty Periods

Light Duty Products (e.g., Gates products designed for use in passenger vehicles)

Limited warranty applies for the life of Merchandise

Heavy Duty Products (e.g., Gates products designed for use in 18-wheelers, construction equipment, fleet vehicles, and agricultural equipment)

Limited warranty applies for 18 months or 150,000 miles / 5,400 hours, whichever occurs first

Warranty Claim Procedures

1. If you have purchased a Gates product that you suspect is defective and wish to obtain reimbursement for that product, then please contact the distributor/retailer that sold you the Gates product for information regarding its warranty policies and procedures.
2. If this distributor/retailer refuses to honor your warranty claim, then please visit [<https://www.gates.com/us/en/resources/resource-library/warranty-forms>] to obtain the applicable Gates warranty claim form.
3. Please complete the Gates warranty claim form in its entirety and provide as much pertinent information as possible. Please collect and prepare for shipment all associated documents and parts, including, without limitation, all purchase invoices, repair orders and products believed to be defective (including all components of a kit if a kit component is believed to be defective). Gates' Claims Department may request additional information or items which may extend the time required for analysis and claim processing.
4. Within 45 days of initial failure, please ship the completed warranty claim form, along with all required documentation and other items to **Gates Corporation, Attn: Claims Department, 1014 South Broadway Poplar Bluff, MO, 63901** (pof.warrantyclaims@gates.com). **Failure to provide all necessary documentation and items within 45 days of the initial failure may result in the denial of your claim or a delay in processing.** Note that shipping costs are your responsibility.
5. Gates' Claims Department will review your claim and all associated documentation and products. This review may include testing to determine the source of the failure. Please note that all claims are handled on a case-by-case basis, and processing may take up to 10 weeks or longer.
6. If Gates determines that your claim is eligible for reimbursement under the Gates Terms and Conditions, then Gates will issue you a claim credit. If the value of your claim is \$600 or more, then Gates will require you to complete a Form W-9 before issuing your credit.

Additional Claim Limitations: In addition to the warranty limitations described above, Gates will not reimburse claims for the cost of any of the following: diagnostics, modifications, towing, alternate transportation, lodging, lost wages, shop costs or supplies, sales tax or any other charges not related to direct replacement of the product.

Any credit paid by Gates is a gesture of good will only and is not (and should not be construed as) an admission of liability, wrongdoing, or improper conduct on the part of Gates or any other person or entity. By accepting any credit from Gates, you release all further claims related to the Gates product.

7. If Gates determines that your claim is ineligible for reimbursement, then Gates will issue you a letter of denial and provide reasonable evidence supporting the denial.
8. After a determination of your claim is made, you may request that Gates return to you all documentation and products related to your claim, at your expense. If you do not make this request within 45 days of the determination of your claim, Gates will dispose of these items.