

SURGO AUTOMOTIVE

3 YEAR / 36,000 MILE LIMITED WARRANTY

Surgo Automotive warrants qualifying repairs and replacement parts against defects in materials and workmanship for three (3) years or 36,000 miles, whichever occurs first, from the date of the original repair invoice. Coverage applies only to the specific repair listed and only to the original customer named on the invoice.

Exclusive Remedy: If Surgo Automotive determines, in its sole discretion, that a defect exists, it will repair or replace the defective part(s). This is the sole and exclusive remedy.

Limitation of Liability: Liability shall not exceed the original repair amount paid. Surgo Automotive is not liable for loss of use, towing, rental, lost wages, lost profits, incidental, indirect, special, consequential, or punitive damages.

Exclusions: Normal wear items; maintenance; pre-existing conditions; accident or misuse damage; lack of maintenance; unauthorized repairs; customer-supplied parts; environmental damage; or failures unrelated to the original repair are excluded.

Owner Responsibilities: Customer must maintain the vehicle properly, stop operation if issues are suspected, return vehicle for inspection before outside repairs, and provide the original invoice. Failure may void coverage.

BINDING ARBITRATION AGREEMENT: Any dispute relating to repair services, this warranty, or the vehicle shall be resolved exclusively through binding arbitration in Bexar County, Texas, before a single arbitrator under the Federal Arbitration Act and Texas law, administered by the American Arbitration Association (AAA) or a mutually agreed provider.

Class Action Waiver: Claims must be brought individually. Customer waives any right to participate in a class action or jury trial.

This warranty is governed by Texas law. If any provision is unenforceable, the remaining provisions remain in effect.

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