

MANUFACTURER LIMITED WARRANTY

Every engine is machined using state-of-the-art equipment and assembled using precise and repeatable methods. We follow documented lean manufacturing processes and principles to create consistent quality and dependable outcomes. All parts are OE or OE equivalent. All complete drop-in engines are dyno tested.

Thank you again for placing your trust in our factory.

Section 1. Limited Warranty

The manufacturer warrants to the purchaser and original owner (collectively "Owner") that the product remanufactured by The manufacturer will be free from defects in materials and workmanship under normal use and service for the time periods and coverage provided in the manufacturer Limited Warranty – Time Periods and Coverage. *The limited warranty period commences from the date of product installation or from thirty (30) days of the shipment of the product by the manufacturer, whichever occurs first.

Subject to the time periods and coverage provided in the manufacturer Limited Warranty – Time Periods and Coverage, the exclusive remedy of Owner and the sole liability of the manufacturer, whether based on other basis of recovery whatsoever, is expressly limited at the election of the manufacturer to: contract, warranty, tort or any

- (a) The replacement of any product or part, which upon inspection and determination by the manufacturer, is found not to conform to the limited warranty set forth above, or
- (b) The repair of such product or part, or
- (c) The refund or crediting to Owner of the net sales price of the defective product or part.

OWNER'S REMEDIES SET FORTH HERE ARE THE ONLY REMEDIES AVAILABLE TO OWNER.

Section 2. Limitations on Liability and Damages

THE WARRANTIES SET FORTH HERE ARE THE ONLY WARRANTIES MADE BY THE MANUFACTURER. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL THE MANUFACTURER BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

Section 3. Conditions and Exclusions

3.1 This limited warranty applies only to products sold and used in the continental United States and Canada.

* This Limited Warranty is subject to change by the manufacturer without notice. Warranty claims are administered by the manufacturer under the current Limited Warranty. All sales by the manufacturer are subject to purchaser and owner's acceptance of the the manufacturer Conditions of Sale. The manufacturer Limited Warranty,

3.2 To be eligible for limited warranty coverage, a completed registration form (registration form provided with product) and a copy of the repair order or installation record (shop ticket) must be received by the manufacturer within 30 days of shipment of the product by the manufacturer.

3.3 To be eligible for limited warranty coverage, the Claim and Repair Procedures in Section 4 must be followed.

3.4 This limited warranty applies only to product failures that are a direct result of a defect in material or workmanship provided by the manufacturer.

3.5 This limited warranty excludes any responsibility or liability of the manufacturer for:

- (a) Damages or defects due to accident, abuse, misuse, tampering, abnormal operating conditions, negligence, accidental causes, improper shipping, improper storage, improper installation, improper maintenance, improper fluids, or alterations or modifications;
- (b) Defects in products manufactured by others and furnished by the manufacturer, it being understood and agreed by Owner that the only warranty provided for such products shall be the warranty provided by the manufacturer of those products which, if assignable, the manufacturer will assign to Owner, if requested by Owner;
- (c) Any product or part installed, altered, modified, serviced or repaired other than by a competent repair facility;
- (d) Normal maintenance and wear items (such as filters, hoses, belts, fluids, air cleaner ducting, radiator connections, gaskets, seals, frost plug heaters, etc.).

3.6 Glow plugs or sensors that are supplied by the manufacturer with certain products are only covered by the limited warranty for six months.

3.7 This limited warranty is voided by any modifications or alterations to the product's emissions systems or management systems. This limited warranty does not apply to products that are modified or altered without the prior consent of the manufacturer.

3.8 This limited warranty is voided by any tampering with the product's serial number or the vehicle's mileage or hours of use. This limited warranty does not apply to products where the vehicle's mileage or hours has been altered or whose actual mileage or hours cannot be determined.

3.9. This limited warranty does not apply to products sold or transferred to another owner or purchaser. This limited warranty is non-transferable.

3.10 This limited warranty excludes and does not cover damages for diagnostics or repairs incurred prior to The manufacturer's determination that a product does not conform to the limited warranty.

3.11 This limited warranty excludes and does not cover defects or damages caused by the improper repair or replacement of the product. The proper and effective completion of limited warranty work is the responsibility of the repair facility.

3.12 This limited warranty excludes and does not cover damages that are not directly related to the repair or replacement of a product determined by the manufacturer to not conform to the limited warranty, including, but not limited to, towing charges, premium freight charges, taxes, travel and lodging expenses, loss of revenue or cargo, loss of vehicle use or rental charges, overtime charges, communication charges, or the loss or damage to personal property.

3.13 This limited warranty excludes and does not cover any product or repair order that is not received by the manufacturer within forty-five (45) days of when the notice of the claim is received by the manufacturer.

Section 4. Claim and Repair Procedures

To be eligible for this limited warranty coverage, the following must be complied with:

4.1 Claim and Verification of Limited Warranty

Prior to performing any repairs, it is the Owner's responsibility to establish that the product is within the limited warranty coverage and to file a claim. Until the manufacturer has determined there is a defect covered by the limited warranty, all diagnostics and repairs are the responsibility of the Owner.

4.2. Return of Product

The approval and payment of costs covered by the limited warranty is subject to the manufacturer timely receipt of the defective product and repair order. All product returns must be approved and scheduled by the manufacturer. All products returned to the manufacturer must have the claim number identified on the packing slip.

Product fluid samples may also be required to be shipped to and received by the manufacturer or a fluid analysis company specified by the manufacturer. This failure to provide fluid samples may result in warranty claim denial.

4.3 Repair and Payment Procedures

4.3.1 The repair facility must verify that the product is within the limited warranty period and that the product was registered with the manufacturer. Claims will not be started and authorization for repairs will not be provided until the product registration is received and approved by the manufacturer.

4.3.2. The repair facility is responsible for identifying and reporting the defect in the product's materials or workmanship to the manufacturer. Charges for inaccurate or improper diagnosis are not covered under the limited warranty.

4.3.3 Following diagnosis, the repair facility must contact the manufacturer and provide a detailed description of the complaint and/or cause of failure. Detailed information on the product and application must be provided to the manufacturer including, but not limited to, information on the product, owner, repair facility, product installation, and mileage and/or hours of use.

4.3.4 The manufacturer will authorize a covered repair only after an estimated cost of repair is received. For repairs requiring replacement parts, the manufacturer reserves the right to supply a replacement part or component. Replacement parts purchased for repairs locally without the manufacturer's prior consent are not covered by the limited warranty.

4.3.5 The manufacturer reserves the right to inspect the product at the manufacturer at any time during the warranty period if the appropriate diagnostics cannot determine a defect in the field.

4.3.6 The manufacturer reserves the right to perform an on-site inspection. The claim will be denied if the on-site inspection is refused.

4.3.7 Labor rates will be negotiated at the beginning of each claim based on current labor standards, or will be based on previously agreed rates between the manufacturer and the repair facility. The maximum hourly labor rate that the manufacturer will pay on fleet installed engines is \$60 per hour. The maximum hourly labor rate that the manufacturer will otherwise pay is \$95 per hour. Maximum labor charges apply as specified in the the manufacturer Limited Warranty – Time Periods and Coverage. Parts are reimbursed at cost.

4.3.8 The repair facility must notify the manufacturer when the repairs are complete and facilitate the return of the failed product and the submission of the repair order.

4.3.9 In the event a covered limited warranty defect cannot be determined in the field, the product shall be returned to the manufacturer for inspection. If there is a covered limited warranty defect, labor and freight will be paid by the manufacturer. If not, the manufacturer will not pay freight, labor, or any other expenses.

4.3.10 If upon inspection by the manufacturer, the product failure is found to be the responsibility of the Owner, the manufacturer may supply the repair facility with a report of the findings and photographs of the failed part. The Owner will be invoiced for the total repair including replacement parts, the manufacturer labor time, and freight. Repair and replacement labor expense will be the Owner's responsibility. the manufacturer will only hold the product for thirty (30) days pending disputes.

4.3.11 Payment of the claim will only be processed after the product has been returned, analyzed, and approved by the manufacturer for a defect covered by the limited warranty.

4.3.12 Payment for non-covered expenses is the responsibility of the Owner or the repair facility.

4.4 Labor Reimbursement/Standard Repair Time

Reimbursement for warranty repairs or services requires pre-approval by the manufacturer and is based on the Standard Repair Times (SRTs) published in industry recognized standard labor manuals. Repairs not covered in the such manuals require the manufacturer pre-approval of repair times and may be paid at actual time providing the request is fair, reasonable and consistent with industry practices. In all cases, the manufacturer final determination prevails.

Time allowances do not include and the limited warranty does not cover the time required to remove and reinstall special equipment not originally installed on the engine.

4.5 Freight Charges

The manufacturer will provide a call tag or bill of lading to return all the manufacturer product. If this call tag is lost, a replacement tag will not be provided and the cost to return the product will be at the Owner's expense. Outside freight will only be considered if the manufacturer was not able to supply the replacement product and only at ground shipment rates. To seek reimbursement of freight charges, the repair facility must include these charges on the same claim submitted for the repair. The manufacturer reserves the right to request any applicable invoices prior to approval and payment. Mark-up on freight will not be reimbursed.

4.6 Satisfactory Completion of Warranty Work

The manufacturer reserves the right to request that Owner take the product to a different repair facility. Proper and effective completion of limited warranty work is the responsibility of the Owner. The manufacturer does not guarantee or warranty the work done by the repair facility. In the case of a repeat failure, the responsibility for subsequent repairs will revert to the Owner.

Section 5. Other Conditions

5.1. This limited warranty does not apply to, and the manufacturer provides no coverage for, a product that has not been paid for.

5.2 If a limited warranty claim is not pursued, or otherwise not acted on for over thirty (30) days, it will be closed and no limited warranty coverage will be provided.

5.3 The limited warranty period remaining after a product has been repaired or replaced shall be the remaining months or miles from the original date of installation or the date of original purchase from the manufacturer, whichever occurs first.