

POWEREDGE®

Diesel Aftertreatment

Warranty Policy

For POWEREDGE Replacement Parts Sold for Highway Applications

DENSO Products and services Americas, Inc. ("DENSO") warrants to the end-customer of the qualifying POWEREDGE® Diesel Particulate Filter (DPF) or Diesel Oxidation Catalyst (DOC) ("Product") that for a period of 24 months from Product's point of sale to such original owner as verified by invoice (the "Warranty Period"), subject to the conditions herein, such Product will be free from significant defects in material and workmanship only if all of the below conditions herein are met to DENSO's satisfaction (collectively, "POWEREDGE Limited Warranty"):

- (a) End-customer who is a vehicle owner that originally purchases the Product ("End-customer" submits to DENSO, in a manner specified by DENSO, the Warranty Registration Form within 30 days of point of sale to such End-customer of Product (as verified by invoice);
- (b) Product has not been removed, tampered, transferred or re-installed into another vehicle and still resides in the vehicle where the Product was originally installed; and
- (c) the End-customer's engine where Product was originally installed must be maintained and operating per such engine's original equipment manufacturer's specifications.

POWEREDGE Warranty Limitations. The **POWEREDGE Limited Warranty** does NOT apply to any Product that (collectively, "POWEREDGE Warranty Limitations"):

- (a) does not have a completed Warranty Registration Form by End-customer of Product completed and submitted within 30 days from point of sale to such End-customer (as verified by invoice);
- (b) DENSO determines that the End-customer's engine where Product was originally installed was not maintained and operating per OE specifications;
- (c) DENSO determines in the event that the End-customer's vehicle's previous DPF/DOC failed for any reason, the End-customer did not determine and properly rectify the root cause of such failure before installing the Product or another DPF;
- (d) if the vehicle's ECU has been reprogrammed or replaced to adjust horsepower outside of manufacturers specifications, as determined solely by DENSO or a designated agent of DENSO;
- (e) has been subjected to modification, repair, reconstruction, alteration, transfer, abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions provided by DENSO, including improperly applied or installed on vehicles used for racing purposes; or
- (f) has been used with any third-party products, hardware or product that has not been previously approved in writing by DENSO.

Exclusive Warranty Remedy for Product. Notwithstanding any other provision herein, this section contains DENSO's exclusive warranty remedy for any allegedly defective Product. DENSO's remedy is conditioned upon compliance with the obligations below. During the Warranty Period and subject to POWEREDGE Limited Warranty and POWEREDGE Warranty Limitations, with respect to any allegedly defective Product:

- (a) End-customer of Product shall notify DENSO, in writing, of any alleged claim or defect within five (5) business days from the date of discovery, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period);
- (b) End-customer of Product is required to provide pictures of, or ship, at his/her expense and risk of loss, such allegedly defective Products to DENSO's designated facility, for inspection and testing by DENSO or a designated agent of DENSO;
- (c) if DENSO's inspection and testing reveals, to DENSO's reasonable satisfaction, that such Products are defective and any such defect has not been caused or contributed to by any of the factors described under POWEREDGE Warranty Limitations above, DENSO shall in its sole discretion reimburse the cost of such defective Product;
- (d) DENSO will not reimburse any labor associated with installation or removal of any product;
- (e) cost of removal, installation, labor and any additional parts related to or required to remove any Product or complete installation of a replacement Product are not included and not reimbursed by DENSO, and any incidental and consequential damages are excluded;
- (f) DENSO shall not be responsible to ship to such End-customer of Product any replacement parts, however DENSO agrees to reimburse Distributor at their purchase price (varies with Distributor level).
- (g) Distributor agrees to use best efforts with any End-customer or reseller of Product to: (a) ensure the Warranty Registration Form and warranty process is properly communicated and completed at point of purchase, (b) facilitate the proper warranty registration and warranty claim process, (c) to replace any applicable warranty Product from Distributor's own inventory, (d) ensure high quality End-customer and reseller care and service at all times, (e) communicate, support and promote any promotions or incentives established by Manufacturer, including those for warranty registration, and (f) participate in supporting of warranty process for all Product parts, whether Distributor is the original seller or not. Distributor will immediately communicate to Manufacturer any warranty claim information or End-customer or reseller feedback.
- (h) Due to state regulations, if any warrantable issues are claimed by End-customer in the state of California, DENSO reserves the right to require the End-customer to present the vehicle and Product to the original selling dealer outside of the State of California.

THE BEFOREMENTIONED SETS FORTH THE SOLE REMEDY AND DENSO'S ENTIRE LIABILITY FOR ANY BREACH OF THE POWEREDGE LIMITED WARRANTY SET FORTH ABOVE.

DENSO shall not be liable in contract, tort or otherwise for any losses, damages, costs, labor or expenses, including, but not limited to, associated costs to Product removal and installation, vehicle downtime, loss of revenue, towing fees, damage, any incidental, direct, indirect, special or consequential losses or damages or for the breach of any expressed or implied representation, condition or warranty. The provisions of this warranty are not transferable to any parts re-installation on other vehicles or vehicle owners. This warranty has no cash value.

DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES; NON-RELIANCE. EXCEPT FOR THE POWEREDGE LIMITED WARRANTY SET FORTH ABOVE, (A) NEITHER DENSO NOR ANY PERSON ON DENSO'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITMENT FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER AND END USER AND OWNER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY DENSO, OR ANY OTHER PERSON ON DENSO'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN POWEREDGE LIMITED WARRANTY AND POWEREDGE WARRANTY LIMITATIONS OF THIS AGREEMENT.