

WARRANTY STATEMENT

Diesel Radiator Co., hereinafter referred to as "DRC," warrants its radiator assemblies, replacement cores, tanks, side supports, gaskets, oil coolers, charge air coolers and heat exchanger assemblies, hereinafter referred to as "products," against defects in workmanship or materials, under normal use and service for a period of one year from date of documented start-up or 2,000 hours (whichever occurs first), and not to exceed 18 months from date of shipment from DRC.

Any product allegedly defective under this warranty, which upon examination by a DRC representative is found to be defective in workmanship or material that was created or developed by DRC, will be repaired or replaced at our discretion without charge, transportation charges prepaid. All obligations and liabilities under this warranty are limited to repair or replacement, at DRC's sole and absolute option.

DRC assumes no liability for any contingent, incidental, or consequential damages resulting from alleged failure or failure of its products or components, nor labor charges of any kind, including those related to the removal and/or reinstallation of product.

Returned products, components or accessories will not be accepted unless prior written authorization from DRC has been obtained, in the form of a Returned Goods Authorization ("RGA").

DRC warranties extend only to Buyer and are not assignable to, or assumable by, any subsequent purchaser, in whole or in part. Any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

DRC understands that in some cases, the return of product to our Illinois facilities is impractical and customer is required to directly contact and work with DRC on a suitable solution. If customer requests field service by DRC, and the alleged failure is determined not to be with DRC's product, component or accessory, the customer shall be responsible for payment of the labor and expenses related to the field service. Invoices for service, labor or other expenses incurred by the customer, their agents or other related parties, without prior approval or authorization by DRC, will not be accepted.

In cases where DRC's product is in service and allegedly defective outside of the continental United States of America, DRC must authorize in writing any repairs or replacements before such action is taken, otherwise the warranty is automatically rendered null and void and of no further force or effect.

This warranty specifically excludes product failures resulting from improper installation, mounting design, specification errors by the customer, excessive vibration and corrosion. Additionally, DRC product that is subject to misuse, negligence or accident, is not covered under this warranty.

DRC's standard commercial packaging does not protect products for long periods of storage outdoors or in generally corrosive atmospheric conditions. Customer assumes responsibility for properly protecting and addressing DRC product stored in such conditions, including but not limited to, checking and replacing gaskets and retorquing bolts.

Any alterations or repairs to DRC product that are attempted or made without prior written authorization from DRC, automatically render this warranty null and void and of no further force or effect.

DRC reserves the right to improve its products through changes in design or material, as it deems appropriate, without obligation to incorporate such changes in products of prior manufacture.