

CUMMINS TURBO TECHNOLOGIES STANDARD WARRANTY AGREEMENT

This warranty applies to all Cummins Turbo Technologies (“Cummins”) “HOLSET” branded turbochargers and associated accessories including cores, kits and other components (hereinafter referred to as the “Product”).

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

Warranty Period:

The warranty period is twelve (12) months from the date the Products are placed in service or twenty four (24) months from delivery whichever occurs first and covers unlimited mileage.

Limitations:

The warranty does not cover Product failures resulting from:

- Products fitted to engines other than those engines for which the Products were intended and any other inappropriate use relative to application guidelines.
- Inappropriate and/or unauthorised installation in accordance with the procedures described on www.HolsetAftermarket.com or any other non compliance with published guidelines or polices
- Use of improper or contaminated fuels, coolants or lubricants
- Lack of maintenance or unauthorised repairs or modifications to the Product or the engine in which the Products are installed
- The use of non genuine parts or components in the repair of a Product
- Normal wear and tear
- Negligence, accidents or misuses
- Improper storage at any time
- Owner or operator abuse or neglect

Cummins Responsibilities:

All warranty claims will be handled via the Early Warning Database, details of which can be found on www.HolsetAftermarket.com.

In the event of a failure of the Product during the warranty period due to defects in material and/or workmanship, Cummins will only be responsible for:

- Repair or replacement of the failed Product
- Reimbursement of the selling price

Cummins will not be liable for any vehicle towing, travel or parts and labour costs.

Owner Responsibilities:

The Owner will be responsible for the following:

- Notifying Cummins or its distributor/dealer within 30 days of discovery of the failure
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins guidelines
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

Warranty Material Disposition:

Any failed components claimed under warranty remain the property of Cummins Turbo Technologies. Cummins has the right to request that any failed component be returned to a Cummins location at the owner's cost or scrapped at the owner's location.

The warranties set forth herein are the sole warranties made by Cummins in relation to the Product. Cummins makes no other warranties, express or implied, or of merchantability or fitness for a particular purpose.

In no event is Cummins liable for incidental, indirect or consequential damages or for any progressive damage to other engine components (including but not limited to aftertreatment systems and air intake systems such as intercoolers, EGR systems, fuel systems, manifolds and exhaust systems).