

ProDiesel[®]

Nationwide Limited Warranty Policies and Procedures

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ProDiesel[®]

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AN ISO9001--2000 COMPANY

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ProDiesel®

Nationwide Limited Warranty on

ProDiesel®

Remanufactured Replacement Parts

1.0 General Statement

It is ProDiesel's intent to deliver only the highest quality remanufactured diesel fuel component parts. We have invested a considerable amount of time and finances to insure that our products meet or exceed our customers' expectations. Our Warranty Program is a product in itself of that desire.

1.1 Liability Limitations

This is a Limited Warranty and subject to the conditions stated in this warranty policy document.

ProDiesel warrants to the end user that its products are free from defects in materials and workmanship. This limited warranty is valid for a period of **eighteen months** after the date of initial installation.

This warranty is the only warranty applicable to ProDiesel® remanufactured replacement parts and is in lieu of any other warranties, express or implied. Including any implied warranty of merchantability or fitness for a particular purpose. The performance of repairs is the exclusive remedy under this warranty, ProDiesel does not authorize any person to assume or create for it any other obligation or liability in connection with these ProDiesel® parts. ProDiesel shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty.

Warranty is limited to ProDiesel® products installed by a pre-approved installation facility. Only ProDiesel, its Distributor, or its Dealer can approve such facility.

ProDiesel is not responsible for damages due to:

- lack of generally accepted maintenance procedures
- use of contaminated or low lubricity rated fuels
- use of lubricants not recommended by the engine's original manufacturer

(See section 1.5 for other warranty exclusions.)

The warranty is only in effect as long as the original purchaser retains ownership of the vehicle/engine in which that product was installed.

ProDiesel's Limited Warranty is subject to change at its discretion and without public notice.

1.2 Claim Procedures

Claim procedures can begin only after a Distributor or Dealer has established that a ProDiesel® product is eligible under limitations for a warranty claim.

It is mandatory that a ProDiesel Warranty Claim form (available through ProDiesel's website (dssprodiesel.com), a ProDiesel distributor, dealer, or directly from ProDiesel in Nashville) be completed and submitted along with the warranty to:

ProDiesel, 318 Fesslers Lane, Nashville, TN 37210, Attention: Warranty Department.

This claim must be submitted within 15 days of the failure. (Note: The distributor, dealer, customer, and product information areas of the claim form must be completed to insure prompt and proper handling of the claim.) The warranty unit should be returned to ProDiesel by the most economical means available.

ProDiesel may request test data from the repair facility that diagnosed the failed unit and the original installer information.

1.3 Labor Claims

Standards set by the original equipment manufacturers and/or repair manuals such as Chilton and Mitchell will be used as a guide for any approved labor payments. All claims will be handled as reasonable and as consistent with industry practices as possible. Should there be no guidelines found, ProDiesel will make every effort to be fair and prompt in handling the claim. Any reimbursement for labor charges is subject to ProDiesel's product warranty analysis and its claim approval. Only service centers with O.E.M. trained and/or A.S.E. certified technicians will qualify for these payments. The labor claim amount will be paid up to the local service center's current posted labors rates.

1.4 Claim Payment Restrictions

Non-ProDiesel branded products purchased to replace warranties and/or core charges associated with that product will qualify for reimbursement up to the ProDiesel product purchase cost.

Charges not related to the warranty replacement will not be paid. Some examples of these charges would be, but not limited to:

- diagnostic expenses
- down time
- driver expenses
- filters, oil, or antifreeze
- freight charges
- loss of perishable cargo
- loss of revenue
- loss or damage to personal property
- mileage
- miscellaneous expenses
- overtime labor
- premium or excessive labor charges
- shop supplies
- state or local taxes
- vehicle lease

ProDiesel normally will not reimburse charges for towing. Should a claim be considered, reimbursement would be paid only at the local prevailing rate.

Requested labor rates will only be considered payable if they are fair and reasonable and consistent with industry standards.

1.5 Warranty Exclusions

Units that have failed due to, but not limited to the following could affect warranty coverage:

- abuse or negligence
- accident
- acts of nature
- bent or damaged parts
- cracked cups
- damaged electrical parts
- damaged o-rings
- engine overload
- improper installation or adjustment
- improper or inadequate maintenance
- misapplication
- misuse of vehicle
- seized internal parts
- storage damage
- unit alteration
- unrelated engine failure
- use of contaminated or incorrect fuel
- other acts beyond the control of ProDiesel

ProDiesel strongly recommends changing all filtration units before product installation. Failure to install new filters could void warranty protection.

The Limited Warranty will be considered void should any part of the unit be dismantled or show signs of being tampered with such as seals and/or screws.

1.6 Conclusion

There may be, under special circumstances, when a policy adjustment may be implemented. This would be at ProDiesel's sole discretion and should not normally be expected.

Should a returned unit be found defective, ProDiesel at its discretion will either issue credit to the Distributor or ship a replacement unit to the Distributor or Dealer. Should ProDiesel replace the defective unit, only the remaining warranty period for the original unit will apply to the replacement.

Should the warranty be denied, ProDiesel will supply the Distributor a detail report of its findings, issue core credit for the unit, or return the unit freight collect. The unit can be held up to 30 days should the claim be disputed.

The Product Warranty Claims form is under the forms section of the Web Site. Simply click the back button click forms and then click the link to the Product Warranty Claims Form.