



MAHLE Aftermarket Inc., Service Solutions
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MAHLE Service Solutions (MSS) Two-Year Limited Warranty

(Applies only to equipment owned and operated in US and Canada)

During the Two-Year Limited Warranty period, MAHLE Aftermarket Inc., Service Solutions (MSS) is solely responsible for costs associated with parts and labor due to defects in material and/or workmanship during the first year. Part costs are covered for the second year of warranty only. MSS is not responsible for the costs associated with repairs needed due to improper use or a lack of required maintenance outlined in the operation manual. MSS's goal is to provide a timely turn-around of the covered product requiring warranty repair.

The Customer is responsible to **ASSIST AND PARTICIPATE** with MSS Technical Support in the over-the-phone and/or remote diagnosis process of:

- A) Determining that a legitimate failure has occurred and that the complaint is not the result of inadequate training and/or improper use that can be easily remedied by over-the-phone instructions.
- B) Determining the nature of the failure and that it is reasonable for MSS Technical Support to judge over the phone that the failure is warrantable.
- C) Determining the parts necessary to make the repairs so that those parts can be shipped when required via the appropriate expedited method at the expense of MSS if the failure is warrantable.

During the Two Year Warranty period for failures that are deemed by MSS to be warrantable, MSS is solely responsible for providing Field Repair Service within a reasonable period of time after a warrantable failure per the warranty terms stated above is reported. Field Repair Service is generally available in all areas within 150 miles of major metropolitan areas of the US. A reasonable period of time will depend on the location of the customer and the time of the year. MSS maintains a large network of Service Providers in the US. When Field Repair Service is needed, in most locations near a major US metropolitan area, and during most times of the year, a reasonable period of time for Field Service is less than 72 hours after parts are received by the Customer.

Parts shipped for repair need from MSS will normally arrive between 24 to 48 hours after the Customer reports a failure. At their discretion, Customers may choose to make the necessary repairs, with over-the-phone support from MSS Technical Support so as to minimize downtime.

It is the Customer's responsibility to maintain the MSS Equipment in according to instructions found in the Operation Manual for the covered product and operate the equipment in a commercially reasonable manner. MSS provides free Technical Support over toll-free telephone lines in the US to assist the customer operation and maintenance for the life of the covered product.

The Customer should review the legal Warranty Disclaimer for more details of coverage and limitations.

Ancillary accessories such as Refrigerant Identifiers, Leak Detector Lights and Leak Detectors must be returned to MSS for repair or replacement with a new or refurbished unit, at MSS's sole discretion, in the event of a warrantable defect.

WARRANTY DISCLAIMER FOR PRODUCTS OF MAHLE AFTERMARKET INC., SERVICE SOLUTIONS (MSS)

1. MSS'S WARRANTY

This is to certify that MAHLE Aftermarket Inc., MSS Division warrants to the first retail purchaser only, the described new product manufactured by it to be free from defects in materials and workmanship, when properly maintained, under normal use and service for a period of TWO YEAR. This warranty includes for the first year the reasonable cost of parts and materials as well as non-overtime labor and for the 2nd year parts only. All spare parts supplied by MAHLE will have a 90 day limited warranty. MSS shall be the sole judge of whether failure is warrantable.

2. PURCHASER'S REMEDY

Purchaser's sole and exclusive remedy under this warranty shall be limited to the repair or replacement, at MSS's sole discretion, of any defective part of the product. Purchaser shall call MSS Technical Support who will assist Purchaser in diagnosing the problem and, if deemed necessary, will immediately ship replacement parts for installation by Purchaser if so requested. If Purchaser requests Factory service, repairs under this warranty shall only be made at a location designated by MSS.

3. DURATION

This warranty will expire two years from date of delivery to the first retail purchaser.

4. PURCHASER'S DUTIES

- (a) Register product with MSS by returning completed Warranty Registration within 90 days of delivery of unit.
- (b) Transportation Expense: Transportation expenses to and from the MSS's facility are to be borne by the Purchaser.
- (c) Notice of breach: Purchaser shall give written notice to MSS of any alleged refusal or failure of MSS to repair or replace as promised by this warranty no later than fifteen days after the Purchaser learns of such alleged failure or refusal

5. DISCLAIMER

The express warranty herein is in lieu of any and all other warranties, expressed or implied. No implied warranty of merchantability is made and there are no warranties which extend beyond the description on the face hereof.

6. EXCLUSIONS

The warranty and obligations stated here shall not apply to:

- (a) Any product not registered within 90 days of delivery.
- (b) Any product repaired or altered without prior approval of MSS so as to affect adversely its stability or reliability any and all warranties and representations, except warranty extensions, if any, in writing as applicable
- (c) Any product subjected to misuse, abuse or accident as well as products used in a manner contrary to written instructions or normal operating procedure.
- (d) Any visible damage to product during original shipment or subsequent shipments to MSS's facility for service
- (e) Portions of products which are subject to warranties, if any, given by their manufacturers. MSS does not adopt these warranties.
- (f) Parts, accessories or other items manufactured by others which are used or installed on the product as a result of Purchaser's specifications.

6. EXCLUSIONS (Continued)

- (g) Used items furnished by the Purchaser for installation on the product.
- (h) Items which are not defective, but must be replaced during the warranty period as a result of fair wear and tear or scheduled maintenance.
- (i) Hoses, field service couplings, adapters, gaskets and O-rings carry a 90 day limited warranty.
- (j) Filters, vacuum pump oil and compressor oil are considered consumables and are not covered by any warranty.
- (k) The Warranty may be considered void if evidence of any refrigerant system sealer is found in any of the internal components of an MSS recovery/recycling machine.
- (l) Refrigerant loss is not covered. The Purchaser is responsible for detecting system leaks and advising MSS of same if warrantable repair is required.
- (m) Calibration of equipment, having integrated solid-state controls and load cells for weighing fluids, is not covered beyond the initial setup and commissioning of the equipment. The requirement for calibration of load cell controls is considered normal maintenance and is dependent on many factors, the main one being the care taken when moving the equipment about the shop.
- (n) Spare parts sold will be covered by a limited 90 day warranty.

7. EXCLUSION OF LOST PROFITS AND OTHER CONSEQUENTIAL DAMAGES

MSS will have no liability for any lost profit, cargo loss, usage loss or other consequential damages alleged to have been caused by any defect in the product or any failure of MSS to meet any obligation under this agreement including the obligation to repair and replace set forth in Paragraph 2.

8. LIMITATIONS OF ACTIONS

No action for breach of this warranty shall commence more than one year after the accrual of the cause of action.

9. MERGER

This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the goods and any and all warranties and representations, except warranty extensions, if any, in writing as applicable.

10. NO ORAL MODIFICATIONS OR WAIVERS

No modification of this warranty or waiver of its terms shall be binding on either party unless approved in writing by an authorized official of the parties

11. GOVERNING LAW

This warranty and the rights and duties of the parties under this warranty shall be governed by the law of Michigan, the state of the MSS's principle place of business

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