

WARRANTY RIGHTS AND OBLIGATIONS - FOR REDLINE EMISSIONS PRODUCTS REPLACEMENT PARTS

Redline Emissions Products ("REP") warrants to the end-customer who is the original purchaser of the qualifying REP Product a specific time or mileage. See below.

- LD DOC/DPF – 2 years or 50,000 miles.
- MD-HD DOC/DPF – 2 years and unlimited miles.
- All other REP Products unless otherwise specified are 1 year from the date of purchase.

These dates are from the Product's point of sale to such original owner as verified by invoice ("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 REP's satisfaction (collectively, "REP Limited Warranty"):

- a. End-customer who is a vehicle owner that originally purchases the Product ("End-customer" submits to REP, in a manner specified by REP, the Warranty Registration Form within 30 days of point of sale to such End-customer of Product (as verified by invoice); For DPF & DOC purchases.
- 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.

REP Warranty Limitations. The REP Limited Warranty does NOT apply to any Product that (collectively, "REP 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); where applicable by law.
- b. REP determines that the End-customer's engine where Product was originally installed was not maintained and operating per OE specifications;
- c. REP 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 filter;
- d. If the vehicle's ECU has been reprogrammed or replaced to adjust horsepower outside of manufacturers specifications, as determined solely by REP or a designated agent of REP;
- 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 REP, 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 REP.

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

- a. End-customer of Product shall notify REP, in writing, of any alleged claim ("REP Warranty Claim Form") 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 may be requested to provide pictures of, or ship, at his/her expense and risk of loss, such allegedly defective Products to REP's designated facility, for inspection and testing by REP or a designated agent of REP;
- c. If REP's inspection and testing reveals, to REP'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 REP Warranty Limitations above, REP shall in its sole discretion reimburse the acquisition costs of such defective Product;
- d. REP 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 REP, and any incidental and consequential damages are excluded;
- f. REP shall not be responsible to ship to such End-customer of Product any replacement parts, however REP 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 claim process and Warranty Registration Form registration, (c) ensure high quality End-customer and reseller care and service at all times, (d) communicate, support and promote any promotions or incentives established by Manufacturer, including those for warranty registration, and (e) 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 claims information or End-customer or reseller feedback. (f) Due to state regulations, if any warrantable issues are claimed by End-customer in the state of California, REP 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 REP'S ENTIRE LIABILITY FOR ANY BREACH OF THE REP LIMITED WARRANTY SET FORTH ABOVE. REP 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 REP LIMITED WARRANTY SET FORTH ABOVE, (A) NEITHER REP NOR ANY PERSON ON REP'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS 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 REP, OR ANY OTHER PERSON ON REP'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN REP LIMITED WARRANTY AND REP WARRANTY LIMITATIONS OF THIS AGREEMENT.

Note: Terms & Conditions subject to change.