



LIMITED WARRANTY for Roadwarrior® DPFs and DOCs

Roadwarrior America Inc. ("RWAI") warrants that the Roadwarrior® diesel particulate filters (DPFs) and diesel oxidation catalysts (DOCs)(the "Product") furnished by RWAI to its customers (the "Customers") are free from defects in materials and workmanship. The foregoing warranties (collectively, the "Warranty") are subject to the terms and conditions contained in this Limited Warranty Statement and shall be in force and effect for a period of twelve (12) months after the date of RWAI shipment of the Product to the Customer (the "Warranty Period"). Upon expiration of the Warranty Period, all liability of RWAI in respect of the Warranty shall terminate.

The Warranty does not cover Customer negligence or willful damage or cosmetic damage to the Product; nor does it cover damage to or replacement of consumables used by the Customer in the operation of the Product, including, without limitation, gaskets, hoses, fittings, pressure sensors, temperature sensors and batteries. RWAI expressly disclaims liability for these events and categories of damage.

The Warranty is conditional upon strict compliance with the operation and maintenance of the vehicle and Product in accordance with the procedures specified by the vehicle OEM. A Warranty claim is conditional upon the Customer giving RWAI written notice within fifteen (15) days following the date on which the Customer discovers the Product defect or becomes aware of its non-conformance. Notice of a Warranty claim shall be sent to RWAI, as follows:

Roadwarrior America Inc.
12620 FM 1960 W,
Ste A4, Box #560
Houston, TX 77065

E-Mail: info@roadwarrior-inc.com
Phone: 1-877-897-9759
Attention: Customer Support

Upon receipt of a Warranty claim, RWAI shall be entitled to request that the Customer return the defective Product to RWAI at the above address, freight pre-paid by the Customer. If RWAI in its sole discretion determines that a site visit is required to evaluate the validity of the Warranty claim, the Customer shall provide reasonable access to the Product wherever located. The Customer shall provide RWAI with a record of the installation date of the Product and the mileage accumulated by the vehicle with the Product installed. The Customer obligations in this paragraph are conditions of the Warranty. **Failure of the Customer to meet any of these or other conditions specified in the Warranty shall relieve RWAI of all liability under the Warranty.**

Upon determination that a Warranty claim is valid, RWAI shall at its option:

- (a) replace the Product;
- (b) replace the non-performing components of the Product;
- (c) make all necessary repairs or modifications to the non-performing components of the defective Product; or
- (d) refund the purchase price of the defective Product at the following rates:

0-150,000 miles 100%
150,001-200,000 miles 75%
200,001-250,000 miles 50%
greater than 250,000 miles 25%.

Where applicable, RWAI shall deliver the new or refurbished Product or components to the Customer, freight pre-paid by RWAI. RWAI shall also be responsible for the cost of materials, labor and engineering relating to the replacement, modification and/or repairs of the Product or components. All other costs of removal and/or re-installation of the Product or components associated with RWAI's Warranty services shall be borne by the Customer. If RWAI conducts a site visit to evaluate the Warranty claim, all out-of-pocket costs of such site visit (including travel, accommodation and meals) shall be borne by RWAI in the event of a valid Warranty claim or by the Customer in the event of an invalid Warranty claim.

RWAI'S TOTAL LIABILITY UNDER THE WARRANTY SHALL IN NO CASE EXCEED THE ACTUAL MONEY PAID BY THE CUSTOMER FOR THE PRODUCT WHICH GIVES RISE TO THE LIABILITY. IN NO EVENT WILL RWAI AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF RWAI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF) INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS REVENUE, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND OR ANY CLAIM AGAINST THE CUSTOMER BY A THIRD PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR TORT. IN NO EVENT SHALL RWAI BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS.

THE WARRANTY IN THIS LIMITED WARRANTY STATEMENT IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RESPECT OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY STATEMENT ARE THE CUSTOMER'S SOLE REMEDIES FOR ANY FAILURE OF RWAI TO COMPLY WITH ITS WARRANTY OBLIGATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF SUCH LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD SET OUT ABOVE. THE CUSTOMER HAS ACCEPTED THE ABOVE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE PRODUCT AND UNDERSTANDS THAT THE PRICING WOULD BE HIGHER IF RWAI WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN. RWAI neither assumes nor authorizes any person, firm or entity to assume for it any other additional liability or responsibility in connection with the Product, including any affirmation, representation, or warranty concerning the Product made by an agent, employee, or representative of RWAI, unless the affirmation, representation, or warranty is specifically included with this Limited Warranty Statement.

Some jurisdictions do not allow limitations on the duration of implied warranties and/or do not allow the exclusion or limitation of incidental or consequential damages. If such laws govern this Limited Warranty Statement, the above limitations and exclusions shall apply to the fullest extent permitted by law in the applicable jurisdiction.

This Limited Warranty Statement sets out specific legal rights. The Customer may have other rights which vary from jurisdiction to jurisdiction.