DFC DIESEL

TOLL FREE NORTH AMERICA WIDE
1-877-836-8341

Product and Limited Warranty Information Guide

USA Edition

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Thank you for your purchase of a DFC Diesel Inc. ("DFC") remanufactured engine. A standard list of new parts goes into every engine and common failure areas are remedied with parts or procedures that are superior to the original engine configuration. All DFC engines are produced under strict quality control procedures using the latest modern machining equipment. The reputation of DFC is assured through active memberships in organizations such as PERA Production Engine Remanufacturers Association, AERA Engine Builders Association and BBB Better Business Bureau. DFC strives to provide its customers with an engine that will not only outlast the warranty, but the vehicle itself. DFC warrants that, upon the engine leaving the location of DFC or any of its distribution partners' locations, the product shall be free from defects in material and workmanship.

LIMITED WARRANTY ELIGIBILITY

To be eligible for any of the Limited Warranties (as defined below) outlined herein, all Purchased Units (as defined below) must be registered by the person or entity that purchased the Purchased Unit from DFC (the "Customer") and the registration documents must be received by DFC within forty-five (45) days of the date of shipment of the Purchased Unit from DFC's location or the location of one of the distribution partners. The registration of the Limited Warranty with DFC must be completed in accordance with this Limited Warranty Information Guide.

All Limited Warranties for the Purchased Unit are subject to the terms, conditions, exclusions and limitations herein contained. A Limited Warranty on the Purchased Unit provided by DFC provides the Customer with specific legal rights, however, such rights may be limited, expanded or amended by applicable legislation in each province or state. In the event applicable legislation and the language of the Limited Warranty do not align, the legislation shall govern.

Any dispute arising under or in connection with a Limited Warranty shall be subject to the exclusive jurisdiction of Alberta**.** The Customer agrees to pay all attorney's fees incurred by DFC in connection with any such dispute on a client and solicitor basis.

All DFC limited warranties (each a "Limited Warranty" and collectively, the "Limited Warranties") are provided only if:

1. the Customer completes and signs the warranty registration form (the "**Form**") and the Form is received by DFC within forty-five (45) days of the date of purchase of the remanufactured engine (the "Purchased Unit"), along with a copy of the installation invoice and a copy of the bill of sale. The Form and invoice may be submitted only by email or fax;

2. the first oil change is completed on the Purchased Unit within the first six hundred (600) miles driven by the vehicle the Purchased Unit is installed in;

3. regular scheduled maintenance is performed on the Purchased Unit during the term of the Limited Warranty and maintenance records for such scheduled maintenance is preserved by the Customer;

4. all installation instructions provided for the Purchased Unit have been followed and the following installation instructions are completed on any Purchased Unit ("Installation Instructions"):

    a. new fluids, gaskets, filters and seals must be used;
    b. a new oil cooler must be used for any coverage on bearing failures;
    c. all applicable coolers, lines and filters must be flushed clean before installation (including but not limited to radiators, oil coolers and associated lines and hoses);
    d. professionally clean the intake system and intercooler; and
    e. injectors, injection pumps and fuel system be professionally tested, cleaned and replaced if necessary.

(collectively, the "Limited Warranty Eligibility Requirements")

Failure to adhere to any of the Limited Warranty Eligibility Requirements or failure by the Customer to promptly provide written record of the Limited Warranty Eligibility Requirements having been completed, shall result in the Purchased Unit being ineligible for any Limited Warranty whatsoever. A Purchased Unit, for further clarity, shall include: a Rebuilt Unit, a Commercial Unit, a Tow/Haul Unit or a Tow/Haul HD Unit.

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LIMITED WARRANTY OPTIONS

All Limited Warranties included below are subject to the General Terms and Conditions and the Limitations and Exclusions included herein.

Standard Limited Warranty (5-years 100,000 miles)

The "Standard Limited Warranty" is only available for remanufactured long block engines (a "Remanufactured Unit").

Any labor warranties provided herein shall only be provided to a maximum of one hundred ($100.00) dollars USD per hour using Mitchell Labor Guide flat rate times to a maximum forty (40) hours (the "Labor Rate"). No amounts charged or incurred by the Customer beyond the Labor Rate will be paid or reimbursed by DFC. For further clarity, no amounts beyond a maximum of four thousand ($4000.00) USD (the "Labor Limited Warranty Maximum") shall be paid for any labor warranty under the Standard Limited Warranty.

The term of the Standard Limited Warranty is dependent on the part of the Remanufactured Unit malfunctioning and the type of defect. The length of the Standard Limited Warranty, from the date of purchase of the Remanufactured Unit, on each part and defect is as follows:

1. one (1) year labor warranty or thirty thousand (30,000) miles (whichever threshold is met first voids the Standard Limited Warranty) up to the Labor Limited Warranty Maximum, on fluid and/or gasket leaks,
    a. in the event the front or rear main seals come preinstalled, the maximum labor warranty shall be five hundred ($500.00) dollars, and the Labor Limited Warranty Maximum shall not apply;
2. two (2) year or fifty thousand (50,000) mile (whichever threshold is met first voids the Standard Limited Warranty) parts warranty on fluid and/or gasket leaks;
3. three (3) year or fifty thousand (50,000) mile (whichever threshold is met first voids the Standard Limited Warranty) parts and labor warranty up to the Labor Limited Warranty Maximum, on head gaskets;
4. two (2) year parts warranty on remanufactured cylinder heads only when sold separately from the Remanufactured Unit;
5. three (3) year or sixty thousand (60,000) miles (whichever threshold is met first voids the Standard Limited Warranty) labor warranty, up to the Labor Limited Warranty Maximum, on all other parts of the Remanufactured Unit and issues related directly to the Remanufactured Unit; and
6. five (5) year or one hundred thousand (100,000) miles (whichever threshold is met first voids the Standard Limited Warranty) parts warranty on all other parts supplied with the Purchased Unit.

The Standard Limited Warranty shall not, under any circumstances whatsoever, provide for a warranty on any labor or part required to repair an issue with any part that is not installed on the Purchased Unit at the time the Purchased Unit leaves DFC or a distribution partner. This shall include any labor or part costs that arise due to an issue with the Purchased Unit that was caused by the uninstalled part itself or the installation thereof. This shall include but not be limited to injectors, turbos, oil coolers or CP3 units.

The Standard Limited Warranty does not, under any circumstances, provide coverage, reimbursement or protection in any way for freight costs, duty, brokerage charges or shop supplies.

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Tow/Haul and Tow/Haul HD Series Standard Limited Warranty

The "Tow/Haul Limited Warranty" is available only for remanufactured long block tow/haul and tow/haul HD Series engines (a "Tow/Haul Unit").

Labor warranties included in a Tow/Haul Limited Warranty shall only be provided up to the Labor Rate and under no circumstances shall any labor warranty provided in a Tow/Haul Limited Warranty exceed the Labor Limited Warranty Maximum.

The term of the Tow/Haul Limited Warranty is dependent on the part of the Tow/Haul Unit malfunctioning and the type of defect. The length of the Tow/Haul Limited Warranty, from the date of purchase of the Tow/Haul Unit, on each part and defect is as follows:

1. six (6) month labor warranty, up to the Labor Limited Warranty Maximum, on seal and/or gasket leaks,
    a. in the event the front or rear main seals come preinstalled, the maximum labor warranty shall be five hundred ($500.00) dollars, and the Labor Limited Warranty Maximum shall not apply;
2. one (1) year parts warranty on seal and/or gasket leaks;
3. one (1) year or twelve thousand (12,000) mile (whichever threshold is met first voids the Tow/Haul Limited Warranty) labor warranty (up to the Labor Limited Warranty Maximum) on head gasket;
4. two (2) year or twenty-four thousand (24,000) miles (whichever threshold is met first voids the Tow/Haul Limited Warranty) parts warranty on head gasket;
5. two (2) year or twenty-four thousand (24,000) mile (whichever threshold is met first voids the Tow/Haul Limited Warranty) labor warranty (up to the Labor Limited Warranty Maximum) on all other parts of the Tow/Haul Unit; and
6. five (5) year or one hundred thousand (100,000) mile (whichever threshold is met first voids the Tow/Haul Limited Warranty) parts warranty on all other parts of the Tow/Haul Unit.

The Tow/Haul Limited Warranty shall not, under any circumstances whatsoever, provide for a warranty on any labor or part required to repair an issue with any part that is not installed on the Purchased Unit at the time the Purchased Unit leaves DFC or a distribution partner. This shall include any labor or part costs that arise due to an issue with the Purchased Unit that was caused by the uninstalled part itself or the installation thereof. This shall include but not be limited to injectors, turbos, oil coolers or CP3 units.

The Tow/Haul Limited Warranty does not, under any circumstances, provide coverage, reimbursement or protection in any way for freight costs, duty, brokerage charges or shop supplies.

DFC Elite Service Plan

The "DFC Elite Service Plan" is available for purchase, as an add on to any of the Limited Warranties provided herein except the Commercial Limited Warranty and the Extended Commercial Limited Warranty (each as defined herein). The cost for the DFC Elite Service Plan shall be nine hundred seventy-five ($975.00) dollars USD plus applicable taxes and much be opted into and paid for at time of original sale of the Purchased Unit and cannot be added once the Purchased Unit has been installed. The DFC Elite Service Plan is not available for Commercial Units (as defined below).

The DFC Elite Service Plan does not extend to any parts not covered under the Standard Limited Warranty. DFC's Installation and Service Intervals (found on page 17 herein) must be adhered to during the term of the DFC Elite Service Plan. Failure to adhere to DFC's Installation and Service Intervals shall result in the DFC Elite Service Plan being void.

For DFC Elite Service Plan to remain valid, Oil change intervals on the Purchased Unit must not exceed three thousand (3,000 miles) or six (6) months, whichever comes first. Any labor warranties provided

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under the DFC Elite Service Plan shall be provided to a maximum of one hundred fifty ($150.00) dollars USD per hour to a maximum of thirty-five (35) hours (the "Elite Labor Rate"). No amounts charged or incurred by the Customer beyond the Elite Labor Rate will be paid or reimbursed by DFC. For further clarity, no amounts beyond a maximum of five thousand two hundred fifty ($5,250.00) USD (the "Elite Labor Limited Warranty Maximum") shall be paid for any labor warranty under the DFC Elite Service Plan.

The term of the DFC Elite Service Plan is dependent on the part of the Purchased Unit malfunctioning and the type of defect. The length of the DFC Elite Service Plan, from the date of purchase of the Purchased Unit, on each part and defect is as follows:

1. limited warranty on shop supplies and fluids required for the labor to a maximum of three hundred fifty ($350) dollars USD;
2. reimbursement of towing fees to a maximum of one hundred fifty ($150) dollars USD (receipt required to be submitted to DFC for reimbursement);
3. reimbursement for a vehicle rental for up to ten (10) days to a maximum of sixty-five ($65) dollars USD per day (must supply a copy of the rental agreement prior to reimbursement); and
4. freight for the Purchase Unit shall be paid for by DFC up to a maximum of nine hundred ($900) dollars USD.

Commercial Limited Warranty (18-months 30,000 miles)

The "Commercial Limited Warranty" is available only for specific commercial vehicles, including but not limited to, emergency vehicles, automotive off-highway use, delivery vehicles, snow removal vehicles, tow trucks, taxi vehicles, hotshot service vehicles, government vehicles, military vehicles and farm equipment or any vehicles over one (1) ton (each, a "**Commercial Unit**"). DFC must approve all Commercial Limited Warranties and shall do so at its sole and unfettered discretion.

No parts warranty of any kind shall be provided by DFC on injectors, turbos, fuel pumps or accessories for any Commercial Unit. Any warranty coverage for parts will be provided by the part manufacturer and all claims under such warranty shall be dealt with solely by the Customer and the manufacturer.

The term and extent of the Commercial Limited Warranty, from the date of purchase of the Commercial Unit, on each part and defect is as follows:

1. six (6) month or ten thousand (10,000) mile (whichever threshold is met first voids the Commercial Limited Warranty) labor warranty at Labor Rate, up to the Labor Limited Warranty Maximum;

    a. in the event the front or rear main seals come preinstalled, the maximum labor warranty shall be five hundred ($500.00) dollars, and the Labor Limited Warranty Maximum shall not apply; and

2. eighteen (18) month or thirty thousand (30,000) mile (whichever threshold is met first voids the Commercial Limited Warranty) parts warranty.

For the purposes of calculating the distance thresholds stated in sections 1 and 2 above, each hour of idle time shall be calculated as twenty-seven- and one-half (27.5) miles. The distance thresholds in sections 1 and 2 above shall be calculated using the hour meter of the vehicle in which the Purchased Unit is installed.

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Extended Commercial Limited Warranty (3-year 60,000 mile)

The “Extended Commercial Limited Warranty” is available for Commercial Units that are protected under a valid Commercial Limited Warranty. The cost for the Extended Commercial Limited Warranty shall be nine hundred seventy-five ($975.00) dollars USD plus applicable taxes and must be opted into and paid for at time of original sale of the Commercial Unit and cannot be added once the Commercial Unit has been installed.

The term and extent of the Extended Commercial Limited Warranty, from the date of purchase of the Commercial Unit, on each part and defect is as follows:

1. eighteen (18) month or thirty thousand (30,000) mile (whichever threshold is met first voids the Extended Commercial Limited Warranty) labor warranty at Labor Rate, up to the Labor Limited Warranty Maximum;

    a. in the event the front or rear main seals come preinstalled, the maximum labor warranty shall be five hundred ($500.00) dollars and such labor warranty shall only be valid for the first six (6) months or ten thousand (10,000) miles (whichever threshold is met first voids the Extended Commercial Limited Warranty), and the Labor Limited Warranty Maximum shall not apply; and

2. three (3) year or sixty thousand (60,000) mile (whichever threshold is met first voids the Commercial Limited Warranty) parts warranty.

GENERAL TERMS AND CONDITIONS

DFC warrants to the Customer that, so long as the Limited Warranty Eligibility Requirements and all other applicable requirements included herein have been met and the Limited Warranty Repair Process is adhered to, the Purchased Unit shall be covered from defects in material and/or workmanship in accordance with the applicable Limited Warranty. DFC shall, at its sole and unfettered discretion, determine the course of action regarding the repair and/or replacement of all Purchased Units. Under no circumstances shall a Limited Warranty result in a refund for the value paid for the Purchased Unit. All decisions of DFC regarding a Purchased Unit’s eligibility for Limited Warranty or the course of action regarding repair shall be final.

It is the owner’s responsibility to validate the date of retail sale by providing the invoice of purchase of the Purchased Unit and/or the invoice for the installation of the Purchased Unit, as applicable. Component part limited warranty claims require a copy of the original sales receipt, and part sales invoice showing the date and proof the failed part was purchased from an authorized DFC distribution partner.

Prior to making any repairs to a part or part of the Purchased Unit, the Customer must contact, toll free, DFC’s warranty department at 1-877-836-8341 to verify Limited Warranty coverage, determine the repair strategy, and get immediate parts return disposition No payment or action will be made by DFC until all defective parts have been returned and analyzed by DFC to confirm the failure reported is due to a manufacturing defect. Failure by the Customer to adhere to this may result, at the sole discretion of DFC, in the Limited Warranty being void and no repairs or replacements to any part being paid for or supplied by DFC.

Labor Reimbursement/Standard Repair Time (SRT) Reimbursement for repairs or services provided under Limited Warranty shall be based on pre-approval from DFC and the Standard Repair Times (SRTs) published in Ford, Cummins, GM/Chevrolet, and Chilton’s Repair manuals or Mitchell Motor manuals. In the event a necessary repair is not included in the Chilton’s Repair manuals or Mitchell Motor manuals, DFC shall, at its sole discretion, decide on the time to be covered by the Limited Warranty. In all cases,

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DFC's final determination in this regard shall be at its sole discretion and shall be the final determination. In cases where diagnostic/trouble-shooting time associated with a Limited Warranty repair is not published, the time will be reimbursed as a warrantable expense only if identified properly, approved by DFC, included on the Limited Warranty Claim and the amount of time being claimed is reasonable for procedures being followed. In all cases, DFC's final determination shall be binding and shall be at the sole discretion of DFC. Labor Reimbursement/Standard Repair Time (SRT) Reimbursement is based on the actual time required to perform the operation under normal workshop conditions, with an average mechanic's efficiency, using recommended procedures and special tools as required. Time allowances (additional time to complete a repair) shall not be allotted to remove and reinstall special equipment (including but not limited to light bars, aftermarket bumpers and aftermarket accessories that are not installed by OEM factory). Labor rates paid will be based on previously agreed upon rates between DFC and the repairing facility. Additional parts, if required and approved by DFC will be reimbursed at cost.

DFC will repair or replace a defective part, part, or engine, or at DFC option, issue a credit to the Customer. The Customer is responsible for the performance of regular maintenance services as specified in the OE operator's manual. In the case of an engine or part failure during a Limited Warranty period**,** maintenance records will be required to be provided to DFC by the Customer. Failure to properly maintain the vehicle in accordance with the applicable OE operator's manual may cause engine or part damage and/or contribute to premature failure. Such damage is not covered by any Limited Warranty. In the event of a part or engine failure, the Customer must cease operating the Purchased Unit immediately to protect the Purchased Unit from further damage. Purchased Units driven after the driver or Customer have knowledge or should have knowledge of the defect or damage will not be covered under any Limited Warranty. The Limited Warranties are each valid globally however no freight, customs duties or additional expenses beyond the stated Limited Warranty Labor Maximum are covered for any reason outside of the continental USA and Canada. Repairs are valid only if performed at facilities pre-approved by DFC. No Limited Warranty shall be valid or enforceable while any amounts owing for the Purchased Unit remain outstanding. Any evidence that the Purchased Unit has fallen short of the required level of performance directly due to the use of nonacceptable fuels will render the Limited Warranty null and void. The Limited Warranty is the only limited warranty applicable to the Purchased Unit and is expressly in lieu of all other warranties, express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. DFC does not authorize any person to create for it any other obligation or liability in connection with DFC products or the Purchased Unit. DFC shall not be liable for damages of any kind, whether direct, indirect, special, or consequential resulting from a breach of a Limited Warranty. Customer may contact DFC for the most current DFC Product and Limited Warranty Information Guide. DFC does not guarantee or warrant the performance of any new or used parts which the Customer acquires to complete a repair on the Purchased Unit.

DFC reserves the right to request the Customer to take their Purchased Unit to a different repair facility if the facility the Purchased Unit is taken to does not meet DFC's standards or is unwilling to follow DFC's Limited Warranty guidelines. Proper and effective completion of Limited Warranty labor is the responsibility of the repair facility. DFC does not guarantee or warranty the work done by any third-party repair facilities. In the case of a repeat failure, the responsibility for subsequent repairs will revert to the original repair facility and no Limited Warranty of any kind will be provided or honored for the part that experiences the repeat failure.

It may be necessary to sublet repairs because a repair facility cannot perform the necessary tasks on a specific part. In such instances, DFC may, at its sole discretion, authorize a sublet repair at cost providing the cost is pre-approved by DFC and is fair, reasonable, and consistent with industry practice. All charges stemming from such repair must be explained in the Warranty Claim and the receipt for the outside labor must be provided to DFC along with the written correspondence from DFC in which the costs were approved.

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LIMITED WARRANTY LIMITATIONS AND EXCLUSIONS

1. DFC shall not, under any circumstances, be responsible for any damage, claims, costs, lost profits (together, "**Losses**") incurred as a result of improper storage or handling of the Purchased Unit by the installer or Customer, improper installation or maintenance of the Purchased Unit, or improper use or any use of the Purchased Unit that is not industry standard.

2. Failures and defects of the Purchased Unit caused by any of the following shall NOT be covered by the Limited Warranty under any circumstances:

    a. any product or Purchased Unit being used for competition, racing or related purposes;
    b. accident, abuse, abusive driving or an operation for which the Purchased Unit was not designed, or alteration from the original manufacturer's specifications;
    c. incorrect installation of the Purchased Unit;
    d. incorrect oil/fluids being used in the Purchased Unit;
    e. Purchased Unit is run without sufficient oil, regardless of reason;
    f. failure to adhere to proper, regular maintenance of the Purchased Unit;
    g. head gasket failures directly related to high timing from aftermarket tuning or failure to perform a proper hot "re-torque" with the use of ARP (Automotive Racing Products) or DFC custom head studs as described in the Purchased Unit's manual;
    h. tampering, including but not limited to, serial number alteration, defacement or removal;
    i. injector or injector pump failure;
    j. overheating or melted heat tabs or heat tabs having been removed;
    k. improper servicing of the Purchased Unit;
    l. engine dusting or wear caused from the ingress of dirt, debris;
    m. melted holes, cracks or holes eroded through pistons;
    n. thrust bearing failures where damage is isolated to rear flange only from converter expansion or incorrect transmission alignment;
    o. bearing failures where oil cooler was not replaced at time of Purchased Unit replacement;
    p. damages as a result of incorrect or improper glow plugs used/installed;
    q. progressive damage including but not limited to Diesel Particulate Filter, filters, radiators, air compressors, or any parts not supplied on the Purchased Unit;
    r. misuse of Purchased Unit such as engine or vehicle overload;
    s. modification of the Purchased Unit including but not limited to swapping of internal parts;
    t. cavitation erosion due to poor maintenance or poor-quality coolants;
    u. damage due to use of incorrect fuel for Purchased Unit;
    v. any Purchased Unit on which the odometer mileage has been altered so that the Purchased Unit's actual mileage cannot be determined; or
    w. Purchased Unit or equipment parts broken by excessive vibration caused by a loose engine mount, improper attachment of equipment to engine crankshaft, or other abuse in operation.

3. Regardless of anything stated herein, the Tow/Haul Limited Warranty DOES NOT cover or apply to any of the following defects:

    a. problems caused by parts that were not supplied or remanufactured by DFC;

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b. damage resulting from improper ignition timing including but not limited to broken, melted or cracked pistons, broken piston rings, damaged cylinder heads or leaking head gaskets;
c. holes eroded in pistons;
d. engine overspeed causing rod bolt failure;
e. bent connecting rods;
f. broken crankshaft;
g. cracked cylinder heads;
h. failed thrust bearing isolated to rear flange; or
i. cylinder washing/scoring from fuel flooding.

4. DFC shall not be responsible for any Losses on any Purchased Units whereby any amounts owing for the Purchased Unit remain owing at the time a Limited Warranty Claim is initiated.

5. In the event a Purchased Unit is inventoried or "unused" for six (6) months or more at any time following receipt of the Purchased Unit by the Customer, DFC may, at its sole discretion, void any Limited Warranty on the Purchased Unit.

6. All core charges must be paid in full by the Customer prior to any Limited Warranty Claim commencing. In the event the core charge has not been paid in full, the Customer may elect to return the core, at its sole cost, to DFC instead of paying the core charge. Upon DFC receiving the core charge at its premises, DFC shall commence action on the Limited Warranty Claim. In the event the Customer refuses to adhere to this Section 6, the Limited Warranty shall be void.

7. All Purchased Units that come with documents specifying what oil must be used in the Purchased Unit must only have the specified oil used. Use of improper oil will result in the Limited Warranty being void.

8. No additional amounts shall be paid by DFC for shop materials required by a third party that completes the labor to repair the Purchased Unit. Maintenance replacement parts and consumables such as: fuel filters, air filters, water filters, oil filters, antifreeze, hoses, belts, air cleaner ducting, radiator connections, gasket and seals, electric sensors, glow plugs, frost plug heaters, oil, water and/or anti-freeze, shall not be covered by any Limited Warranty.

9. All additional accessories and parts necessary to ensure the Purchased Unit is properly installed must be present and must be properly installed to allow for the Limited Warranty to remain valid following a repair in the Purchased Unit.

10. Failure of any part of the Purchased Unit created substantially by an act of nature such as: fire, freezing, lightning, earthquake, windstorm, hail, or flood may lead to the Limited Warranty being void.

11. No Limited Warranty shall apply to parts which have been affected by exposure to the elements or chemical influence such as road salt or industrial fallout.

12. Labor shall not be reimbursed for removal and replacement of defective parts sold but not installed by an authorized distributor/dealer. Progressive damage, parts not purchased through DFC, and freight shall, under no circumstances, be covered by Limited Warranty or be the responsibility of DFC.

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13. Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance service shall not be covered or included under the Limited Warranty including, but not limited to: belts, filters (fuel, air, oil, water and desiccant cartridges), electronic sensors, and glow plugs.

14. Any inspection, work, labor, or review of a Purchased Unit shall not extend the term of the Limited Warranty.

15. Under no circumstances shall DFC be responsible for or culpable to the Customer or any other person or third party, in relation to the Purchased Unit, Losses or whatsoever, regarding:

    a. incidental or consequential damages or defects to any vehicle in which the Purchased Unit was installed;
    b. lost profits, sales, revenue or income;
    c. injury to person or property;
    d. oil, antifreeze, fluids or other substances;
    e. lift, dock or storage fees;
    f. freight or shipping or premium freight charges;
    g. substitutional transportation or lodging expenses;
    h. unauthorized repairs to the Purchased Unit;
    i. towing charges or roadside assistance;
    j. state/provincial or local taxes;
    k. repair or replacement of optional items not sold or installed by DFC; or
    l. travel expenses.

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LIMITED WARRANTY CLAIM PROCESS

In the event a Purchased Unit that is under Limited Warranty has an operational issue, the following steps must be strictly adhered to throughout the Limited Warranty claim process (the "Limited Warranty Claim"). Failure by the Customer or any third parties to adhere to this "Limited Warranty Claim Process", may result in the Limited Warranty being voided.

The Limited Warranty Claim Process:

1. The Customer must contact DFC as soon as commercially reasonable upon becoming aware of damage to or the failure of a Purchased Unit to initiate the Limited Warranty Claim.
2. The Customer must complete the Limited Warranty Approval Form available on DFC's website www.dfcdiesel.com and fax the Limited Warranty Approval Form, along with any other documents required in accordance with the Limited Warranty at 780-455-0874 and send via email to warranty@dfcdiesel.com. The Customer must include with the Limited Warranty Approval Form, the complete service history of the Purchased Unit, mileage of the vehicle as of installation of the Purchased Unit, the current mileage of the vehicle and proof of purchase of the Purchased Unit.
3. All Limited Warranty Claims shall be accompanied by a complete service history, mileage of the vehicle as of installation of the Purchased Unit, the current mileage of the vehicle and proof of purchase of the Purchased Unit.
4. Following the receipt of the Limited Warranty Approval Form and related documents, DFC shall contact the Customer with additional instructions.
5. The repair facility where the Purchased Unit is brought shall be responsible for identifying and reporting the defect in workmanship or material of the Purchased Unit and whether the defect falls within Limited Warranty coverage. DFC shall not be responsible for any inaccurate diagnosis by the repair facility.
6. In some cases, where the cause of failure cannot be determined without disassembly of the Purchased Unit, the defective Purchased Unit shall be returned to DFC for inspection before any repairs are completed or a replacement unit is sent to the Customer. The return of the Purchased Unit shall be at the sole expense of the Customer.'

    a. Any Purchased Unit returned to DFC for inspection and repair shall NOT be disassembled unless DFC specifically requires same.
    b. Fluid sample results are required for each of the following conditions: engine failures involving bearings, crankshaft and camshaft must be returned with sample results from a 0.5L (1 pt) sample of the engine lubricating oil, oil filter, and coolant sample, engine failures involving scoring, charring and/or seizure of the pistons or cylinders must be returned with sample results from two (2) 0.5 L (1 pt) fuel samples, one (1) from the injection pump and one (1) from the fuel tank, and a coolant sample. The Customer must label each sample clearly to indicate source and Purchased Unit serial number. Failure to submit the required sample results may result in Limited Warranty Claim denial.
    c. Following an inspection by DFC, the Customer shall be provided with written documentation stating the condition of the Purchased Unit and what caused the defect.
    d. Based on the findings of the inspection, DFC shall, at its sole discretion, decide the validity of the Limited Warranty Claim.
    e. DFC shall contact the Customer and inform them of their decision and of the next steps as related to the Limited Warranty.

7. In the event the Customer requires an immediate replacement for the defective Purchased Unit, the following steps shall be followed:

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a. The Customer shall purchase a replacement unit for the full current MSRP of the unit, plus applicable core charges and shipping;
b. When the defective Purchased Unit is received by DFC, the core charge shall be refunded to the Customer and the defective Purchased Unit shall be inspected by DFC;
c. The defective Purchased Unit shall be assessed for warrantable damage. If the Purchased Unit defects fall within the scope of the Limited Warranty, DFC shall refund to the Customer the full amount paid by the Customer for the replacement unit and shipping costs; and
d. Should the defect of the Purchased Unit fall outside the scope of the Limited Warranty, charges shall be assessed based on the parts required to return the Purchased Unit to working order and the Customer shall be refunded the difference between the purchase price paid for the replacement unit and the cost of parts required for the repair of the defective Purchased Unit.

All labor for non-warrantable claims for the replacement unit and freight expenses will be the responsibility of the Customer. All labor costs for warrantable claims exceeding the Labor Limited Warranty Maximum shall be the sole responsibility of the Customer.

8. Following diagnosis, the repairing facility must contact DFC and a Limited Warranty Approval Form must be filled out before any work may commence.

9. DFC will authorize repair after an estimated cost of repair is received from the repair facility. In cases requiring replacement parts, DFC reserves the right to supply a replacement part. In all cases, costs of parts purchased for repairs locally without DFC's consent shall not be included under Limited Warranty and, should such parts be installed on the Purchased Unit, the Purchased Unit shall no longer be under Limited Warranty.

10. DFC reserves the right, at its sole discretion, to send an employee or agent to the repair location, inspect the Purchased Unit, diagnose the issue and provide technical support at any time during the term of the Limited Warranty if the appropriate diagnostics cannot determine a valid workmanship defect in the field. In the event this section 10 is not approved by the repair location, the Customer must, at its sole cost, have the Purchased Unit moved to a repair location that will allow DFC such rights. Failure by the Customer to facilitate and pay for such relocation will result in the Warranty being void.

11. Labor rates will be negotiated at beginning of each Limited Warranty Claim based on current labor standards and shall not exceed the Labor Limited Warranty Maximum.

12. The repair facility must notify DFC when the repairs are complete and facilitate the return of the failed Purchased Unit to DFC and submission of an invoice stating the hours and labor rate to complete the repair.

13. Any Purchased Unit or part not returned to DFC within forty-five (45) days will be invoiced for payment to the repair facility. In the event the repair facility fails to pay DFC for said part within thirty (30) days of the issuance of the invoice, DFC shall forward the invoice to the Customer and the Customer shall be responsible for paying such invoice on behalf of the repair facility within thirty (30) days of receipt of invoice.

14. Any repair orders and/or failed parts received forty-five (45) days after the date the Limited Warranty Claim is received by DFC will not be considered for reimbursement. Any Limited

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Warranty Claim that is idle for forty-five (45 days) will be closed and will not be eligible for reimbursement.

15. If upon disassembly at DFC, the defect of the Purchased Unit is found to be the responsibility of the Customer, DFC will supply the repairing location and/or Customer with a detailed report of the findings and photos of the failed part. The responsible party will be invoiced for the total repair including replacement parts, DFC labor time and freight. Repair and replacement labor expenses will be the Customer's responsibility. DFC will only hold failed parts or engine for thirty (30) days, pending disputes.

16. The term of the Limited Warranty shall continue following a Purchased Unit being repaired or replaced so long as all steps outlined above have been completed and no repairs or replacements have been completed in contravention of the Limited Warranty.

17. Payment of those amounts included under the Limited Warranty shall only be processed and paid after the Purchase Unit has been returned and analyzed for a valid workmanship defect by DFC or, in the event the Purchased Unit is repaired by a third party in accordance with the terms herein, all requested photos, invoices and documentation requested by DFC has been provided.

18. Payment of all expenses, costs and Losses that are not strictly included under the Limited Warranty shall be the sole responsibility of the Customer. The Customer shall indemnify DFC for any claims related to such expenses, costs and Losses.

19. In the event the Purchased Unit is damaged during transportation to DFC's location, DFC shall not be responsible for any costs associated with such damage, the repair of such damage shall not be included under the Limited Warranty and, should the transportation damage skew the results of the diagnosis such that the findings are that the defect is not covered under the Limited Warranty, DFC shall incur no liability or responsibility whatsoever.

20. Should the Limited Warranty be terminated or voided in accordance with the terms herein, DFC shall be discharged and forever released from any liability for Losses as related to the Purchased Unit.

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FREIGHT CHARGES

DFC shall not be responsible, nor shall it pay any Freight Charges (as defined below) under the Standard Limited Warranties. Freight Charges within the continental USA and Canada shall be reimbursed under the DFC Elite Service Plan for individual parts only and only ground shipping costs shall be reimbursed. DFC may arrange freight at the sole cost of the Customer, including any customs fees or brokerage fees (collectively, “Freight Charges”). Any Freight Charges may be deducted from those amounts paid by DFC to the Customer under the Limited Warranty. In the event the repairs or replacement does not fall within the scope of the Limited Warranty, DFC shall invoice the Customer for the Freight Charges. All Freight Charges shall be due within thirty (30) days of receipt by the Customer of the invoice. Overdue Freight Charges shall incur interest at a rate of twenty-four (24%) percent per annum.

DFC will provide a bill of lading to return all DFC products. Outside freight for ancillary parts for engine repairs will only be considered if DFC Diesel is not able to supply the replacement product and only at ground shipment rates. To seek reimbursement of freight charges applicable under this program, the repair facility must include these charges on the same claim submitted for the repair. The Limited Warranty Department reserves the right to request any applicable invoices. Mark-up on freight will not be reimbursed.

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LIMITED WARRANTY TRANSFER

Limited Warranties may be transferred upon the sale of a Purchased Unit. The following process must be followed:

1. The Customer must contact DFC prior to the sale of the Purchased Unit and request a warranty transfer form to be signed by the Customer and the purchaser (the “New Customer”);
2. The Customer must supply the new Customer with all applicable and necessary service documents, the original bill of sale and original copy of the Form; and
3. DFC shall charge a transfer fee of four hundred ($400.00) dollars USD and such fee must be paid at the time the New Customer submits the Form.

The Limited Warranty term does not restart at the time of transfer but continues from the date of the original purchase by the Customer. The Limited Warranty is only transferrable within the first three (3) years of the Limited Warranty term, or the first sixty thousand (60,000) miles driven by the vehicle.

In the event a sale and purchase of the Purchased Unit takes place, the New Customer shall be bound by all obligations of the Customer contained herein. The New Customer shall be referred to as the Customer for the purposes of this document and the Limited Warranties following the date of the purchase of the Purchased Unit but the New Customer.

Under no circumstances shall the sale and purchase of the Purchased Unit relieve, waive or extinguish any monies owed by the Customer to DFC nor shall the sale and purchase of the Purchased Unit terminate any outstanding obligations of the Customer to DFC.

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DFC'S INSTALLATION AND SERVICE INTERVALS

1. 15w40 and 5w40 engine oils are recommended for temperatures over 50°F (10°C) and must be used for heavy duty driving and trailer towing.
2. Under normal weather and driving conditions, the engine oil and filter must be changed at maximum ten thousand (10,000) kilometer (6,000 mile) or six (6) month intervals (whichever comes first).
3. Under severe weather or driving conditions, the engine oil and filter must be changed at maximum five thousand (5,000) kilometer (3,000 mile) or three (3) month intervals (whichever comes first).
4. The oil and filter change intervals outlined in sections 2 and 3 above shall be followed when using synthetic engine oil.
5. Under no circumstance shall synthetic oil be used for the first fifteen thousand (15,000) kilometers (9,000 miles) driven with the Purchased Unit to allow proper seating of the piston rings.

All Purchased Units that are under warranty through the Tow/Haul Limited Warranty or the Commercial Limited Warranty must consider the severe duty application of the vehicles the Purchased Unit is installed in. Circumstances including but not limited to: extended idle time, heavy loads on the Purchased Unit, heavy towing, frequent starts and stops, dusty environments, extreme hot or cold climates, multiple vehicle operators, use of tidy tanks and modifications to the air/fuel system from aftermarket components, will result in the timelines outlined above needing to be significantly shortened. Failure by the Customer to properly consider severe duty applications may result in the Limited Warranty being void.

DFC shall determine, at its sole discretion, if damage to the Purchased Unit was caused by the Customer's failure to adhere to the requirements under this Section.

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WARRANTY REGISTRATION FORM

This form must be filled out completely and a copy of the original bill of sale must be attached.
Please retain a copy of this completed form for your records.

Buyer **MUST** complete Warranty Registration Form and submit via email or fax within ***30 days of purchase*** or warranty will be **VOID**. Buyer also acknowledges that regular scheduled maintenance must be performed on the purchase unit. DFC Diesel Rebuilders reserves the right to request maintenance records on the purchased unit to validate warranty. No receipt of oil cooler, no warranty on bearing failures. ***Must supply a copy of invoice from installation of DFC Engine assembly***

INSTALL BY (SHOP / TECH)	***CITY***
BUYERS NAME	***BUYERS PHONE NUMBER***
VEHICLE MODEL	***MAKE / YEAR***
DFC INVOICE #	***DATE OF PURCHASE***
ENGINE TYPE	***ENGINE SERIAL #***
SPECIFIC OIL TYPE	***EXACT OIL AMOUNT***
INSTALL DATE	***ODOMETER READING (KM / MI)***
VEHICLE LICENSE PLATE #	***PROVINCE / STATE***
VEHICLE VIN #	

Diagnosed Failure of old engine: _____

_____

I have read and understand the warranty policy of DFC Diesel Rebuilders (Must be signed by owner for warranty to be valid)

_____ Date _____ Signature

PLEASE FILL OUT THIS FORM AT TIME OF INSTALLATION AND SEND IT BACK, WITH THE CORE AND A COPY OF INSTALLATION INVOICE TO DFC DIESEL REBUILDERS.

FIRST OIL CHANGE MUST BE DONE WITHIN 1,000 KM (600 MI).

*Core charge deduction may happen after core assessmer

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