

# TSM - EMISSION & EXHAUST PARTS LIMITED WARRANTY

Thermal Solutions Manufacturing ("TSM") warrants to the end-customer who is original purchaser of the qualifying TSM DPF & DOC products, that for a period of 36 months from Product's point of sale to such original owner as verified by invoice (the "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 TSM's satisfaction (collectively, "TSM Limited Warranty"):

- (a) 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
- (b) the End-customer's engine where Product was originally installed must be maintained and operating per such engine's original equipment manufacturer's specifications.

TSM Warranty Limitations. The TSM Limited Warranty does NOT apply to any Product that (collectively, "TSM Warranty Limitations"):

- (a) TSM determines that the End-customer's engine where Product was originally installed was not maintained and operating per OE specifications;
- (b) TSM determines in the event that the End-customer's vehicle's previous DPF or DOC Product failed for any reason, the End-customer did not determine and properly rectify the root cause of such failure before installing the new DPF or DOC Product;
- (c) if the vehicle's ECU has been reprogrammed or replaced to adjust horsepower outside of manufacturers specifications, as determined solely by TSM or a designated agent of TSM;
- (d) 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 TSM, including improperly applied or installed on vehicles used for racing purposes; or
- (e) has been used with any third-party products, hardware or product that has not been previously approved in writing by TSM.

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

- (a) Original Purchaser of Product shall notify TSM, of any alleged claim 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) Original Purchaser of Product may be requested to provide pictures of, or ship, at his/her expense and risk of loss, such allegedly defective Products to TSM's designated facility, for inspection and testing by TSM or a designated agent of TSM;
- (c) if TSM's inspection and testing reveals, to TSM'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 TSM Warranty Limitations above, TSM shall in its sole discretion reimburse the acquisition costs of such defective Product;
- (d) TSM 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 TSM, and any incidental and consequential damages are excluded;
- (f) Due to state regulations, if any warrantable issues are claimed by End-customer in the state of California, TSM 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 TSM'S ENTIRE LIABILITY FOR ANY BREACH OF THE TSM LIMITED WARRANTY SET FORTH ABOVE.

TSM 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 TSM LIMITED WARRANTY SET FORTH ABOVE, (A) NEITHER TSM NOR ANY PERSON ON TSM'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 TSM, OR ANY OTHER PERSON ON TSM'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN TSM LIMITED WARRANTY AND TSM WARRANTY LIMITATIONS OF THIS AGREEMENT.

All inquiries to: Thermal Solutions Manufacturing Inc. | ATTN: WARRANTY DEPARTMENT | 15 Century Blvd, Suite 102 | Nashville, TN 37214

# Pre-Installation of a Replacement DPF/DOC

If a OEM DPF/DOC has failed and you have purchased a new TSM DPF/DOC for the replacement, it is important that the original cause of the DPF/DOC failure is repaired, prior to installing the new TSM DPF/DOC. The most common failures are usually engine or system controller related.

## Normal DPF Conditions

- Soot accumulation is normal on the Inlet side ONLY. Other examples of acceptable normal conditions shown below.



## Unacceptable DPF Conditions

- If presence of soot or other liquid stains is on filter outlet face or in outlet channel openings, warranty claim will be denied.



- If presence of melting filter surface on the inlet or outlet side, and or another thermal event, warranty claim will be denied.

