



EMISSION CONTROL SYSTEM LIMITED WARRANTY

THIS IS TO CERTIFY that the emission control system kit (hereinafter referred to as "the System") is registered to _____, whose address is [Street] _____ in [City] _____, California [Zip Code] _____, (hereinafter referred to as "Owner" and as more specifically defined in Paragraph 6.7) and is subject to this Limited Warranty by **CLEAN CAM TECHNOLOGY SYSTEMS, LLC**, a California corporation (hereinafter referred to as "CCTS").

1.0. THE WARRANTY.

1.1. The Warranty Coverage. As required under 13 California Code of Regulations Section 2425 (but not 13 California Code of Regulations Section 2425(b)(2) [the warranty period] and except as otherwise provided in Paragraph 1.2 and Articles 2.0, 3.0 and 4.0, CCTS warrants to Owner as follows:

- a. That the System is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2 of Part 5 of Division 26 of the Health and Safety Code, as amended from time-to-time; and,
- b. If part of an off-road stationary source diesel engine, that the System will cause said engine neither to exceed five and eight-tenths nitrogen oxide (5.8 NOx) nor sixteen hundredths particulate matter (0.16PM) grams per brake horsepower hour; and,
- c. That the System is free from defects in materials and workmanship which cause the failure of a warranted part to be identical in all material respects to the part as described in CCTS' applications California Environmental Technology Program Certification Nos. _____ dated _____, 199__.

CCTS shall be liable for damages to other engine components proximately caused by a failure under warranty of any warranted part. However, CCTS shall not be liable to warrant failures of warranted parts caused by the use of an add-on or modified part. (See, Subparagraph (e) of Article 4.0.)

Except as provided in Subparagraph (g) of Article 4.0, the use of alternative fuels shall not void this Limited Warranty on any diesel engine to which the System is affixed or otherwise attached that is certified to use such alternative fuel.

CCTS reserves the right to make alterations, changes, improvements and other modifications to the System without the duty, obligation or responsibility to similarly alter, change, improve or otherwise modify the System that Owner bought or purchased.

Owner has the right to bring an action at law or equity against CCTS to resolve disputes concerning and/or to enforce its rights under this Limited Warranty.

1.2. The Warranty Period. This Limited Warranty shall be for a time period equal to the earlier of either one (1) year of the date the System is delivered to Owner or three thousand (3000) hours of operation or use (hereinafter referred to as "the Warranty Period").

1.3 Warranted Part Repair or Replacement.

1.31. GENERALLY. Within thirty (30) days after being promptly notified by Owner of any defect, malfunction and/or nonconformity upon discovery, CCTS shall repair or replace the defective part as described below. Owner shall not be charged by CCTS for diagnostic labor which leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at the/a CCTS warranty station (as defined in Paragraph 6.7).

Any warranted part which is not scheduled for replacement as required maintenance in CCTS' written instructions (see, Subparagraphs (f) and (g) of Article 4.0) shall be repaired or replaced by CCTS at no charge to Owner at the/a CCTS warranty station. Also, any such part repaired or replaced under this Limited Warranty shall be warranted for the remaining Warranty Period. However, Owner shall be responsible for transporting the diesel engine to which the System is affixed or otherwise attached.

Also, any warranted part which is scheduled only for regular inspection in CCTS' written instructions shall be repaired or replaced at the/a CCTS warranty station at Owner's sole cost and expense without right of reimbursement from CCTS. However, any such warranted part repaired or replaced under this Limited Warranty shall be warranted for the remaining Warranty Period. However, Owner shall be responsible for transporting the diesel engine to which the System is affixed or otherwise attached.

Finally, any warranted part which is scheduled for replacement as required maintenance in CCTS' written instructions shall be warranted for the period of time prior to the first (1st) scheduled replacement point for that warranted part. If the warranted part fails prior to the first (1st) scheduled replacement, the warranted part shall be repaired or replaced by CCTS at no charge to Owner at the/a CCTS warranty station. Any such part repaired or replaced under warranty shall be warranted for the remainder of the Warranty Period prior to the first (1st) scheduled replacement point for the warranted part. However, Owner shall be responsible for transporting the diesel engine to which the System is affixed or otherwise attached.

1.32. REPLACEMENT PARTS. Any replacement part, as defined in 13 California Code of Regulations Section 1900(b)(13), may be used in the performance or any maintenance or repairs and shall be provided without charge to Owner. Specifically, 13 California Code of Regulations Section 1900(b)(13) defines the term "replacement part" as follows: "Replacement part' means any aftermarket part intended to replace an original equipment emissions-related part and which is functionally identical to the original equipment part in all respects which in any way affect emissions (including durability), or a consolidated part." However, the replacement parts may not be the same brand or by the same manufacturer as the original part sold with the System. Regardless, such use shall not reduce the coverage of this Limited Warranty.

2.0. WARRANTY COVERAGE EXCLUSIONS. THIS WARRANTY DOES NOT COVER THE FOLLOWING:

- a. THE ANCILLARY SYSTEM (THE BLOCK, ENGINE, ELECTRICAL AND COMPUTER SYSTEMS, ETC.), BATTERIES, ATTACHMENTS AND OTHER EQUIPMENT INSTALLED BY THE MANUFACTURER OF OWNER'S ENGINE, AND ALL OTHER COMPONENTS OF YOUR ENGINE WHICH ARE COVERED BY THE SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS;**
- b. DEFECTS CAUSED BY OR RELATED TO THE FOLLOWING:**
 - i. ABUSE, MISUSE, NEGLIGENCE OR ACCIDENT;**
 - ii. FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED IN THE OWNER'S MANUAL;**
 - iii. ALTERATION OR MODIFICATION OF OWNER'S ENGINE; AND/OR,**
 - iv. ENVIRONMENTAL CONDITIONS (SUCH AS SALT, HAIL, CHEMICALS IN THE ATMOSPHERE, ETC.),**
- c. NORMAL DETERIORATION DUE TO WEAR OR EXPOSURE; AND,**
- d. NORMAL SERVICE ITEMS (SUCH AS FUSES, LUBRICANTS, ETC.).**

3.0. DISCLAIMER OF IMPLIED AND OTHER EXPRESS WARRANTIES. THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN EXPRESS OR IMPLIED. ALSO, THIS LIMITED WARRANTY IS EXCLUSIVE AND EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY, CCTS HAS NOT MADE, MAY NOT BE CONSIDERED TO HAVE MADE, AND SPECIFICALLY DISCLAIMS THE FOLLOWING:

- a. ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE SYSTEM, REGARDING CONDITION, DESIGN, OPERATION, MERCHANTABILITY, FREEDOM FROM CLAIMS OF INFRINGEMENT OR THE LIKE, FITNESS FOR USE FOR A PARTICULAR PURPOSE, QUALITY OF MATERIALS OR WORKMANSHIP, OR ABSENCE OF DISCOVERABLE OR NONDISCOVERABLE DEFECTS; AND,**
- b. ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE SYSTEM (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE).**

OWNER WAIVES, RELEASES, RENOUNCES, AND DISCLAIMS EXPECTATION OF OR RELIANCE ON ANY SUCH WARRANTY OR WARRANTIES. CCTS WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY TO OWNER OR ANY OTHER PERSON, WHETHER ARISING IN CONTRACT OR TORT, OUT OF ANY NEGLIGENCE OR STRICT LIABILITY OF CCTS OR OTHERWISE, FOR THE FOLLOWING:

- a. ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE SYSTEM, BY ANY INADEQUACY, DEFICIENCY, OR DEFECT OF THE SYSTEM, OR BY ANY OTHER CIRCUMSTANCES IN CONNECTION WITH THIS AGREEMENT;**
- b. THE USE, OPERATION, OR PERFORMANCE OF THE SYSTEM OR ANY RISKS RELATING TO IT;**
- c. ANY CONSEQUENTIAL DAMAGES, INCLUDING THOSE FOR INTERRUPTION OF SERVICE, LOSS OF BUSINESS, OR ANTICIPATED PROFITS; OR,**
- d. THE DELIVERY, OPERATION, MAINTENANCE, REPAIR, IMPROVEMENT, OR REPLACEMENT OF THE SYSTEM.**

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SYSTEM IS WITH OWNER. SHOULD THE SYSTEM PROVE DEFECTIVE FOLLOWING ITS PURCHASE, OWNER, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR CCTS, ASSUMES THE ENTIRE COST AND EXPENSE OF ALL NECESSARY SERVICING OR REPAIR.

4.0. DISALLOWANCE OF WARRANTY COVERAGE. This Limited Warranty shall be disallowed and of no further force or effect if Owner does one (1) or more of the following:

- a. The unauthorized or unreasonable use of the System or the diesel engine to which it is affixed or otherwise attached, including, but not limited to, abuse, accidents, misuse and negligence;
- b. Fails to promptly notify CCTS of any defect, malfunction and/or nonconformity upon discovery;
- c. Adjusts, alters, changes or other modifies to the System and/or the diesel engine to which it is affixed or otherwise attached without CCTS' prior written authorization and consent;
- d. If applicable, tampers with the System's device to measure hours of operation or use,
- e. Installs or otherwise uses add-on or modified parts as defined in 13 California Code of Regulations Section 1900(b)(1) and (10). Specifically, 13 California Code of Regulations Section 1900(b)(1) defines the term "add-on part" as follows: "Add-on part' means any aftermarket part which is not a modified part or a replacement part." Also, 13 California Code of Regulations Section 1900(b)(10) defines the term "modified part" as follows: "Modified part' means any aftermarket part intended to replace an original equipment emission-related part and which is not functionally identical to the original equipment part in all respects which in any way affect emissions, excluding a consolidated part;"
- f. Fails to follow CCTS' written instructions for the maintenance and use of the System;
- g. Fails to follow CCTS' written instructions for properly maintaining the diesel engine to which the System is affixed or otherwise attached in order to maximize emissions performance, including, but not limited to, air filter care and replacement schedule, proper fueling and fuel mixing, engine maintenance, and a maintenance schedule to ensure the return of the diesel

engine to the/a CCTS warranty station to check for deposits, debris buildup, etc.;

- h. Services the System at a place other than the/a CCTS warranty station during the Warranty Period;
- i. Uses of alternative fuels on the diesel engine to which the System is affixed or otherwise attached if said diesel engine with the System has not been certified to use such alternative fuel;
- j. Uses of diesel fuels other than standard Environmental Protection diesel fuel with a maximum of five-thousandths percent (0.05%) sulfur by weight; and,
- k. Use of any lubricant, including, but not limited to, crankcase oil, as a fuel additive.

5.0. DISCLOSURE OF CONSUMER RIGHTS. If, and only if, the diesel engine to which the System is affixed or otherwise attached is used primarily for family, household or personal purposes, Owner has the right to have the System repaired during the warranty period. This Limited Warranty period will be extended for the number of whole days that the System has been out of Owner's hands for warranty repairs. If a defect exists within this Limited Warranty, this Limited Warranty will not expire until the defect has been fixed or remedied. This Limited Warranty also will be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond Owner's control, or if the warranty repairs do not remedy the defect and Owner notifies CCTS of the failure of the repairs within sixty (60) days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, Owner may return the System for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protection to remedies Owner has, or may have, under other laws.

6.0. MISCELLANEOUS.

6.1. Notices. Notices provided for herein may be given by delivery personally or by sending them by registered or by certified mail, with postage prepaid, to the following mailing address or to any other mailing address of which written notice is given, and notices shall be deemed given upon actual receipt thereof, to Owner as described in the opening paragraph of this Limited Warranty or to CCTS as follows:

ECS Limited Warranty Claim Department
CLEAN CAM TECHNOLOGY SYSTEMS, LLC

6.2. Entire Agreement. This Limited Warranty contains the entire agreement, contract and understanding between the parties, and thus constitutes an integration of the entire agreement, contract and understanding of the parties. All prior agreements, conditions, contract, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Limited Warranty are expressly superseded hereby and have no further force or effect.

6.3. Amendment. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

6.4. Waiver. No waiver of any default or failure or delay to exercise any right or remedy by a party hereto shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

6.5. Assignment. Owner shall have no right to assign its rights under this Limited Warranty without the prior written consent of CCTS. Owner hereby agrees that CCTS may assign its duties, obligations and responsibilities under this Limited Warranty at any time.

6.6. Binding Effect. This Limited Warranty shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, administrators, beneficiaries, conservators, directors, employees, executors, guardians, heirs, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, trustees, and all others acting for, under, or in concert with it, including associations, corporations, joint ventures, limited liability companies, and general or limited partnerships, past, present, and future.

6.7. Construction. Headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Limited Warranty. As used in this Limited Warranty, the singular includes the plural and masculine includes the feminine and neuter. This Limited Warranty shall not be construed against CCTS but shall be construed fairly and equitably as though it was the joint product of the parties.

As used in this Limited Warranty, the term "Owner" is defined as the initial ultimate buyer or purchaser of the System and that buyer or purchaser's assignees and/or successors-in-interest. Also as used in this Limited Warranty, the/a CCTS warranty station is defined to include both CCTS' service center as well as the service and repair facilities of its distributor(s) which are franchised to service the System.

6.8. Time of the Essence. Time is of the essence of this Limited Warranty and all its conditions, covenants, provisions and terms.

6.9. Partial Invalidity. If any provision of this Limited Warranty is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

6.10. Governing Law. This Limited Warranty shall be construed and enforced pursuant to California law without regard to its conflict of law provisions.

6.11. Effective Date. This Limited Warranty shall become effective upon the date the System is delivered to the initial Owner.