



**ALTRONIC PRODUCT WARRANTY
FORM W-AS 6-21**

ENGINE DIVISION

**Business Unit
Engine Technology**

Altronic, LLC

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**Limited Warranty
of
Altronic, LLC
(A member of the HOERBIGER Group)**

1. GENERAL

This Altronic Limited Warranty ("Altronic Warranty") contains the limited warranty for all Products provided by Altronic, LLC, whether purchased pursuant to the General Terms and Conditions of Altronic, LLC or otherwise. Any questions about these warranties should be directed to Altronic, LLC. Procedures for utilizing this warranty are available under separate cover and can be obtained by contacting Altronic.

This limited warranty is subject to change from time to time. The most current version, along with General Terms and Conditions, can always be obtained by visiting www.altronic-llc.com

2. DEFINITIONS

Altronic	ALTRONIC, LLC (A member of the HOERBIGER Group) (designated in an Agreement as the contracting party) supplying Products
Buyer	The company (designated in the Agreement) for whom the Contractor supplies Products
Agreement	Mutual agreement between the Contractor and the Principal in any written form on which the deliveries of Products of the Contractor are based. Unless expressly otherwise provided herein, in the case of contradiction between the Agreement and these General Terms and Conditions, the Agreement shall prevail.
Product	The object(s) to be supplied by the Contractor.
Service(s)	Service(s) for hire to be performed by Altronic under the General Terms and Conditions of Altronic LLC. Herein after referred to as Services or Service

3. LIMITED WARRANTY

- a) Subject to any exceptions, conditions and limitations set forth in the Altronic General Terms and Conditions of Sale or any other Agreement, Altronic warrants that the Products shall be free from defects in materials and workmanship.
- b) **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3 OF THIS ALTRONIC WARRANTY, ALTRONIC MAKES NO OTHER WARRANTY WHATSOEVER WITH RESEPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- c) The warranty period for the Products sold (including exceptions stated herein) is as follows:
 - i) DC-POWERED DIGITAL IGNITION PRODUCTS, FUEL CONTROL PRODUCTS AND DIGITAL INSTRUMENTS, MAJOR BI-FUEL COMPONENTS (mixers, regulators, controllers, etc.): thirty-six (36) months from the date of manufacture.
 - ii) OTHER IGNITION UNITS, COMPONENTS AND BI-FUEL TRANSDUCERS, THERMOCOUPLES, VIBRATION OR OTHER SENSORS: twenty-four (24) months from the date of manufacture.
 - iii) SPARK PLUGS, SPARK PLUG LEADS, AND ENGINE EXHAUST/OXYGEN SENSORS to the point of first installation.
 - iv) ALTRONIC CONTROL PANELS: Altronic supplied products incorporated in panel assemblies are warranted separately to the time frame specified in section 2c. Altronic warrants the quality of workmanship for the panel assembly work for a period of two (2) years from the date of shipment. Parts or assemblies outside of Altronic normal supply, specified explicitly by the Buyer for inclusion in the panel assembly, shall carry a warranty of one (1) year from the date of shipment.

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- d) The Buyer is eligible to exercise rights under this Altronic Warranty under the condition that the installation, operation, use, storage, and/or maintenance of the Products has been in accordance with the specifications, the operating manual and any other information, instructions, recommendations or documents provided by Altronic as well as accepted industry standards.
- e) Notwithstanding the foregoing, Altronic has no responsibility under this Altronic Warranty and shall not be liable to the Buyer for:
 - i) Scheduled maintenance;
 - ii) Degradation associated with normal usage of the product in accordance with specifications (e.g. wear parts);
 - iii) Defects arising out of materials provided or a design stipulated or specified by the Buyer;
 - iv) Defects resulting from defective maintenance, deviant operating conditions, improper use, faulty or incorrect installation, incorrect storage, insufficient security, use of inadequate operational materials by the Buyer, customer or third parties or other similar circumstances;
 - v) Defects resulting from unapproved repair, alterations or changes of the Products by the Buyer, customer or other third parties;
 - vi) Defects resulting from any other actions of the Buyer or any third party.
- f) Any valid warranty claim with respect to Products shall be limited to repair, replacement, credit, or refund by Altronic to the Buyer, at the sole discretion of Altronic. No return of Products may be made by the Buyer without the prior express and written consent of Altronic. Any Products returned without such consent will be held at the disposal of Altronic and Altronic will not be obligated to issue a credit in favor of the Buyer.
- g) Any Product which is the subject of a warranty claim that is remedied by the process of repair continues to carry the remaining period of warranty based on the original sale. For sake of clarity, a part repaired under warranty does not extend the warranty period of the original sale. Product that is replaced with new Product as part of the warranty remedy will carry warranty equivalent of that issued in a new sale. Any self-remedy by Buyer or any third party shall render any existing or further Warranty void at the time the Buyer or third party undertakes such self-remedy.
- h) The Buyer shall notify Altronic in writing of any defects in Products immediately following (and no later than thirty (30) business days from) its discovery and within the warranty period set forth in this Limited Warranty. Otherwise the warranty claim shall be invalid. As part of the warranty claim process, the Buyer must send the alleged defective Product in question to the Altronic production facility at the Buyer's sole cost. Failure of the Buyer to promptly send such Product to Altronic shall release Altronic from any performance under this Limited Warranty.
- i) All warranty claims shall be subject to audit and approval of Altronic based on examination and testing of the Product in question by Altronic at its production factory. Altronic shall notify the Buyer of the Altronic disposition of each warranty claim in writing within a reasonable time period.
- j) Approved warranty claims will be performed and completed within a reasonable time period. Defective Products and parts that are replaced under this Altronic Warranty will become the property of Altronic.
- k) Any additional costs incurred with respect to Products delivered or replaced in connection with a warranty claim, including, without limitation, travel expenses, administrative expenses, and Buyer's or customer's costs for installation and removal of the defective Products, shall be borne by the Buyer.
- l) **BUYER'S SOLE REMEDY FOR BREACH OF WARRANTY IS SET FORTH IN THIS LIMITED WARRANTY. The Buyer shall not have further remedies, warranty claims or any additional rights, and any such remedies, rights and claims are hereby expressly waived, including without limitation damage claims for non-fulfilment or negligent performance by Altronic, except in the case of gross negligence or malicious intent of Altronic.**
- m) In such case, the claim for damages shall however be limited to direct damages; any claim for indirect, special, incidental or consequential damages, including lost profits, expectancy damages, financial losses, injunctive/equitable relief, and any attorneys' fees resulting therefrom, is expressly waived. The amount of claim for damages shall be capped at the contractual consideration (including in the case of multiple damage events).
- n) In-kind or uncharged services provided by Altronic personnel on customer property directly in support of Altronic product and Altronic product sales are expressly excluded from any warranty. Workmanship by Altronic personnel directly related to services for hire related to installation, commissioning and troubleshooting support of Altronic products are warranted for a period of 90 days from the date of the service. This services warranty applies only to work performed on Altronic Products.