

## HEAVY DUTY ENGINE PARTS WARRANTY COVERAGE

These warranties apply to all MAHLE Clevite Inc. heavy duty engine parts sold directly to authorized MAHLE Clevite Inc. Distributors worldwide.

All new water pumps, oil pumps and turbochargers are warranted to be free from defects in original materials and workmanship under normal use and service for a period of one (1) year from the date of purchase, 100,000 miles or 3600 hours whichever occurs first. All other new MAHLE Group products sold and marketed by MAHLE Clevite Inc and their affiliates are warranted to be free from defects in materials and workmanship under normal use and service for two (2) years from the date of purchase, 200,000 miles, or 7,200 hours, whichever occurs first. Clevite "Premium Plus" parts are warranted for three (3) years from the date of purchase, 300,000 miles, or 10,800 hours, whichever occurs first. A list of MAHLE Group products sold and marketed by MAHLE Clevite are listed on [www.mahlecleclevite.com](http://www.mahlecleclevite.com).

Owner agrees that its sole and exclusive remedy against MAHLE Clevite Inc. shall be limited to the remedy set forth in the section "Warranty Limitations". This exclusive remedy shall not be deemed to have failed of its essential purpose so long as MAHLE Clevite is willing and able to provide the remedy set forth below. In the event it is found that the exclusive remedy has failed of its essential purpose or in the event Owner is allowed to assert a claim for money damages, MAHLE CLEVITE'S LIABILITY FOR ANY DAMAGES DUE OWNER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS. THIS PARAGRAPH AND WARRANTY STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. MAHLE CLEVITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN DELIVERY OR INSTALLATION OF THE GOODS OR FOR ANY FAILURE TO PERFORM WHICH IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. MAHLE CLEVITE'S MAXIMUM LIABILITY FOR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES IN CONTRACT, TORT OR OTHERWISE AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WITH RESPECT TO THE GOODS OR ANY SERVICES IN CONNECTION WITH THE GOODS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE GOODS. IN NO EVENT SHALL MAHLE CLEVITE BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THE STATUTE OF LIMITATIONS APPLICABLE TO ALL CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE ONE (1) YEAR FROM THE DATE THE CLAIM ACCRUES.

### WARRANTY LIMITATIONS

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MAHLE Clevite Inc. will pay only for parts and labor needed to repair engine damage directly resulting from an above defined warranty failure which occurs within the initial two (2) years from the date of purchase, 200,000 miles, or 7,200 hours following installation, (one (1) year, 100,000 miles or 3,600 hours for water pumps, oil pumps and turbochargers) whichever occurs first. Costs will be limited to those required to restore the engine to the functional condition existing immediately prior to the failure and will be calculated based on the prices paid for the MAHLE Clevite Inc. parts installed during the original engine build. Only straight time labor rates will be reimbursed based on a reasonable prevailing rate, not to exceed the published flat rate, for the geographic area in which the repairs are performed. Additional labor charges for overtime or holidays will not be allowed. Additionally, MAHLE Clevite Inc. will pay the cost of maintenance items such as oil, anti-freeze, belts, hoses and filter elements when these items are not reusable as a result of a warrantable failure.

Turbochargers submitted for warranty must be assembled and complete with ID tag.

For "Premium Plus" parts only, following expiration of the initial time period defined above, MAHLE Clevite Inc. will provide replacement of only the MAHLE Clevite Inc. brand parts involved in the event of an above defined warranty failure until a total of three (3) years from the date of purchase, 300,000 miles, or 10,800 hours, whichever occurs first. MAHLE Clevite Inc. will not be responsible for any additional repair costs, parts or labor, after expiration of the initial time period.

All payments made for warranties accepted under this policy shall be in the form of a merchandise credit. Owner shall not be permitted to request any other form of payment.

MAHLE Clevite Inc. is not responsible for failures resulting from owner, operator or third party abuse or neglect including, but not limited to engine operation without adequate lubricant or coolant, over or under-fueling, over-speeding, lack of proper maintenance to cooling, lubrication or air intake systems, improper storage, starting, warm-up, run-in or shutdown procedures or the continued operation of an engine after the first sign of a malfunction.

MAHLE Clevite Inc. is not responsible for failures resulting from improper installation or repair procedures, alteration or the misapplication of parts, or use in engines modified for competition or levels of performance beyond the engine manufacturers original specifications.

The warranties set forth herein are the sole warranties made by MAHLE Clevite Inc. No agent or sales representative of MAHLE Clevite Inc. shall have the authority to modify the terms expressed herein.

## **OWNER RESPONSIBILITIES**

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Owner is responsible for proper operation and maintenance of the engine in accordance with the engine manufacturer's published operation and maintenance manuals. It shall be the obligation of the Owner to provide to MAHLE Clevite Inc. satisfactory evidence of compliance with the engine manufacturer's published operation and maintenance manuals. OWNER MUST FOLLOW THE PRESCRIBED CLAIM PROCEDURE INITIATED BY NOTIFYING MAHLE CLEVITE INC. OR THE MAHLE CLEVITE INC. DISTRIBUTOR RESPONSIBLE FOR THE SALE OF THE PARTS WITHIN 30 DAYS OF ANY FAILURE SUSPECTED TO BE WARRANTABLE; otherwise any claim that Owner may have shall be deemed waived.

Owner is responsible for delivery of the engine to the repair location. All towing and storage charges will be the responsibility of Owner.

Owner is responsible for the cost of all repairs to items other than the engine in which the parts were installed. Owner is responsible for the cost of all repairs to the engine which is not required as a direct result of a warrantable failure or not otherwise reimbursable under this warranty.

Owner is responsible for lodging, meals and incidental expenses incurred by Owner or his agents occurring as a result of a warrantable failure. Owner is responsible for all down time and business costs or losses resulting from a warrantable failure.

## **WARRANTY CLAIM PROCEDURE**

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The following procedure must be followed in strict detail to obtain prompt, complete and accurate evaluation of a warranty claim. Failure to adhere to the specified procedure will lead to delays and may result in refusal of the claim.

Only parts which have actually been assembled into an engine will be considered for warranty evaluation. Any parts which are alleged defective due to handling damage, packaging errors, wrong parts, etc. must be returned separately for credit and should not be submitted as warranty material.

- A) ALL WARRANTY CLAIMS MUST BE PROCESSED THROUGH THE SELLING MAHLE CLEVITE INC. AUTHORIZED HEAVY DUTY DISTRIBUTOR WITHIN 30 DAYS OF THE DATE OF FAILURE. IT IS THE RESPONSIBILITY OF THE AUTHORIZED HEAVY DUTY DISTRIBUTOR TO SEE THAT ALL OF THE PARTS AND PAPERWORK ARE SUBMITTED.

In a great many cases the cause of failure may not be readily detectable solely by examination of only the failed parts. For this reason the remaining parts from the set must be submitted with the failed parts. In the case of a crankshaft bearing failure, all rod and main bearings should be returned. In a cam bearing failure, all cam and main bearings should be returned. Because shipping costs for cylinder components may be significant, the selling MAHLE Clevite Inc. authorized Heavy Duty Distributor should inform MAHLE Clevite Inc.'s Warranty Department of the nature of any claim involving cylinder components and request instructions regarding what components are required for analysis. In all cases, the returned parts must be marked to identify the position in which they were installed during engine operation.

If there are any doubts regarding what components are needed for analysis, contact MAHLE Clevite Inc. (See below)

**B) PARTS MUST BE ACCOMPANIED BY THE FOLLOWING INFORMATION:**

1. Clear and legible copies of all work orders and receipts for parts for the original engine build when MAHLE Clevite Inc. Heavy Duty parts were first installed.
2. Clear and legible copies of all work orders and receipts for parts, or a detailed estimate of the parts and labor required for the repairs following the engine failure. Labor hours, hourly rate and an itemized list of parts must be included.
3. A completely filled out "Request for Analysis of Used Products" form (Form CEP-LC-A). Give as much detail as possible regarding the circumstances of the failure including a description of engine operating symptoms prior to failure. ATTACH ADDITIONAL PAGES IF NECESSARY. PLEASE TYPE OR PRINT LEGIBLY.
4. Mail the original copy of the "Request for Analysis of Used Products" form to MAHLE Clevite Inc. Warranty Dept. at the address shown at the top of the request form. Also include a copy with the shipment of parts.

**C) Parts returned for warranty analysis must be carefully packed and protected from shipping damage. Parts damaged in handling due to improper packing will be denied warranty consideration.**

**D) SHIP WARRANTY MATERIAL PREPAID to the appropriate address shown at the top of the "Request for Analysis of Used Products" form for the product brand being returned. Freight charges plus a handling fee will be debited to the Heavy Duty Distributor's account for any collect shipments.**

**E) Ship only warranty material and only one warranty return in a shipment. Do not combine warranty material with the shipment of any other return goods. Do not list more than one warranty claim per request form.**

**F) WARRANTY CLAIMS FOUND TO BE INCOMPLETE OR IMPROPERLY SUBMITTED WHEN REVIEWED BY MAHLE Clevite Inc. WILL BE SET ASIDE AND NO ACTION WILL BE TAKEN UNTIL THE NECESSARY ADDITIONAL PARTS AND / OR PAPERWORK ARE RECEIVED. MAHLE Clevite Inc. will inform the MAHLE Clevite Inc. Heavy Duty Distributor responsible for the claim by letter of the additional parts or information needed to process the claim. If no response is received within 30 days, a follow-up letter will be sent. If no response is received within 15 days after the follow-up letter, the claim will be dropped and the returned goods discarded.**

**G) Following an evaluation of the parts and information submitted, MAHLE Clevite Inc. will make final determination of the cause of failure. MAHLE Clevite Inc. will provide a report of its findings to the Distributor for all claims determined to be non-warrantable. Evaluation and settlement of warranty claims will be based on the parts and information submitted. MAHLE Clevite Inc. cannot be held responsible for inaccuracies resulting from a lack of parts or information. If repair costs are not specified in the case of a warrantable claim, credit for the MAHLE Clevite Inc. parts purchased will be the extent of the credit allowed. Depending on the nature of the failure, it may be necessary to subject the returned parts to chemical and / or metallurgical tests.**

## **GENERAL**

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MAHLE Clevite Inc. will make every effort possible to give each and every warranty claim prompt, fair and equitable consideration. Response time will vary depending on the complexity of the analysis required and the completeness of the information submitted. Extra care and effort expended in preparing parts and information for submission of a warranty claim will serve to improve the response time. Claims submitted in a careless and incomplete manner will lead to delays and customer dissatisfaction.

If in doubt regarding any details concerning submission of warranty material, contact your MAHLE Clevite Inc. Representative, or MAHLE Clevite Inc. Warranty Department as listed in the next section.

## CHECK LIST FOR SUBMITTING WARRANTY CLAIM

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1. Completely fill out "Request for Analysis of Used Products" (Form CEP-LC-A).
2. Attach copies of all original work orders and invoices.
3. Attach repair estimate or work orders and invoices.
4. Include all failed and related un-failed parts.
5. Identify all parts by installed position.
6. Pack carefully to prevent damage.
7. Enclose copy of "Request for Analysis of Used Products" form with parts.
8. Mail original "Request for Analysis of Used Products" form with all work orders, invoices and estimates attached to MAHLE Clevite Inc. Warranty Department at address shown below.
9. For claims in the United States, ship parts PREPAID TO MAHLE Clevite Inc. Warranty Department at address shown below for all brands:

MAHLE Clevite Inc.  
7670 Hacks Cross Road  
Olive Branch, MS 38654-8166  
Attn: Warranty Department  
(800) 637-7654