



HEAVY QUIP, INC. DBA DIESEL SALES
 55 W. Wacker Drive - Suite 1120
 Chicago, IL 60601

Worldwide 312-368-7997
 Toll free 888-457-7847
 FAX 312-368-9419
 E-mail info@dielesales.com

LIMITED WARRANTY

BUYER: _____ **Invoice #:** _____

PROCEDURE FOR WARRANTY SERVICE – Contact Diesel Sales @ 312-368-7997

To obtain warranty service, the purchaser must contact Diesel Sales at 312-368-7997. All units must be returned to our shop or to our warranty center, freight prepaid, for our inspection and determination. We do not authorize and will not pay for any outside repairs unless approved in advance by Heavy Quip, Inc / Diesel Sales. Any unauthorized outside repairs, without prior approval of Diesel Sales will void this warranty. We will not pay for loss of time or revenue, loss of perishable loads or towing. Our liability will be specifically limited to the net amount of the original charge. We shall retain the option of either: repairing, replacing or refunding the original purchase price on any item that has been determined to be defective in material or workmanship.

SCOPE AND DURATION OF WARRANTY

DIESEL SALES – REMANUFACTURED engines have a 1 Year LIMITED PARTS REPLACEMENT WARRANTY FROM THE TIME OF INSTALLATION, on the block, crankshaft and cylinder head(s). We do not warrant against oil consumption, fuel consumption, leaks or blow by, unless due to a defect of engine or any new parts installed by HEAVY QUIP, INC. / DIESEL SALES. Units are warranted against defects in workmanship and materials; not against abuse, overloading, neglect, lack of lubrication, improper installation or improper maintenance.

WITH ALL ENGINES, THERE MAY BE SOME CHANGE OVER REQUIRED: BUYER AND / OR INSTALLER IS RESPONSIBLE FOR ANY MODIFICATIONS, ALTERATIONS, OR CHANGE OVER TO ENGINE AND WILL NOT BE COMPENSATED BY HEAVY QUIP, INC dba DIESEL SALES IN ANY FORM.

EPA REGULATIONS AND ACKNOWLEDGMENTS

Buyer acknowledges and understands that unless expressly stated otherwise by Heavy Quip, Inc./ Diesel Sales, the engines purchased are not compliant with current U.S., Canadian, EU or [other] engine emissions regulations and therefore Buyer purchases the engines as-is with no express or implied warranties, assumes the complete risk associated with the engines and agrees to release, defend, indemnify, and hold Seller harmless from a breach of this covenant or any liability whatsoever associated with the engines. These acknowledgements, covenants, releases, and indemnities shall survive the sale and continue into perpetuity. All manufacturers' names, logos or trademarks are for reference purposes only. Heavy Quip, Inc. / Diesel Sales is not in any way affiliated, sponsored or associated with these manufacturers. Some of our pictures may be of the actual item offered for sale.

TERMS and CONDITIONS

BUYER agrees to the following: Any controversy or claim arising out of or related to this order or this transaction, and/or the performance breach thereof shall be resolved by arbitration in accordance with the rules and procedures then in effect of the American Arbitration Association. The parties agree to jurisdiction in the courts of State of Illinois. In the event of a dispute arising out of this transaction, seller shall be entitled to recover their reasonable legal fees. Merchandise is not to be returned without prior approval. 20% handling charge on all returns. No refunds. In-store credit or exchanges only. The terms and conditions contained herein shall constitute the entire and complete agreement between seller and buyer superseding any and all oral and/or written statements or understandings of any kind or nature between seller and buyer and/or their representatives.

Signed: _____ **Dated:** _____

LIMITED WARRANTY (Page 2)

To receive limited warranty coverage:

**Diesel Motors and Transmissions
 FOR CONSTRUCTION, MINING, INDUSTRIAL
 AND ON ROAD TRUCK APPLICATIONS
 Wholesale and Export**



HEAVY QUIP, INC. DBA DIESEL SALES
 55 W. Wacker Drive - Suite 1120
 Chicago, IL 60601

Worldwide 312-368-7997
 Toll free 888-457-7847
 FAX 312-368-9419
 E-mail info@dieselsales.com

All engines must be registered within 30 days from date of shipment from us or one of our vendors. The registration form must include a copy of the repair order or receipt of installation record. (This can also include a shop ticket or record for fleet companies.)

If this product is inventoried or "unused" for 6 (six) months or more, we may, at our election, void the limited warranty.

Warranty is valid only in US 48 and Canada. Repairs are valid only if performed at facilities pre-approved by us and terminates when the customer sells, transfers or loses possession of the product. Claims will not be honored if pre-authorization was not obtained or if inactivity exceeds time limitations. Labor for any private owner installations and/or non-ASE-certified installations. Engines that are "self-installed" revert to parts only warranty coverage.

Charges and work not directly related to the repair or replacement of a warrantable part will not be covered under the limited warranty.

Some examples include but are not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Towing charges • State/provincial and local taxes • Lodging expenses • Downtime • Premium freight charges • Road service/calls • Driver's expenses | <ul style="list-style-type: none"> • Loss of damage to personal property • Loss of perishable cargo • Loss of revenue or use of vehicle • Customer and overtime labor • Travel expenses • Loss of revenue |
|--|---|

- Repair or replacement of optional items not sold or installed by us or one of our vendors or covered by a specific manufacturer's warranty

- Commercial use or other matter not specifically included.

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

Units are warranted against defects in workmanship and materials; not against abuse, overloading, neglect, lack of lubrication, improper installation or improper maintenance.

Verification of Engine Limited Warranty

When performing limited repairs, it is the Owners/Customers responsibility to establish that the engine is in limited warranty and to file a claim. Until defect in Heavy Quip / Diesel Sales workmanship has been determined, all diagnostics and/or repairs are the responsibility of the vehicle owner.

Approval and reimbursement for the time spent on warranty work is subject to Heavy Quip / Diesel Sales's receipt of a defective product and repair order. Product should be shipped to the following address unless otherwise instructed by the warranty staff:

Heavy Quip / Diesel Sales Warranty Center
 4401 W. Ogden Ave
 Chicago, IL 60623

email: warranty@dieselsales.com

Signed: _____ **Dated:** _____

**Diesel Motors and Transmissions
 FOR CONSTRUCTION, MINING, INDUSTRIAL
 AND ON ROAD TRUCK APPLICATIONS
 Wholesale and Export**