

HDX Extended Warranty - Engine and Fuel Parts – Coverage (Effective 01/01/2017)

PARTS FOR DIESEL ENGINES (On- and Off- Highway Applications)

New engine parts provided by HDXPERTS A/S (hereafter HDX) are warranted to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of installation, without mileage or hour limitation. This warranty applies to all owners in the chain of distribution, i.e. distributor, dealer, original owner, until the end of the respective periods of coverage and shall not apply to subsequent owners.

New & Remanufactured Turbochargers, and Turbocharger Components are warranted to be free from defects in workmanship and material under normal use and service for 1 year or 3,600 hours of operation, whichever will occur first.

PARTS FOR NATURAL GAS OR METHANE ENGINES, AND PRIME POWER GENERATION

New engine parts provided by HDX are warranted to be free from defects in material and workmanship under normal use and service, for a period of twelve (12) months from the date of installation with unlimited hours of operation.

This warranty applies to all owners in the chain of distribution, i.e. distributor, dealer, original owner, until the end of the respective periods of coverage and shall not apply to subsequent owners.

FUEL INJECTION PARTS FOR DIESEL ENGINES, NEW OR REMANUFACTURED

The parts provided by HDX are warranted to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from date of first installation in an engine. This warranty applies to all owners in the chain of distribution, i.e. distributor, dealer, original owner, until the end of the respective periods of coverage and shall not apply to subsequent owners. This warranty does not apply to parts provided by HDX on a no-charge basis.

ALL OTHER REMANUFACTURED PARTS

Warranted to be free from defects in workmanship and material under normal use and service for twelve (12) months, 100,000 Km, or 3,600 hours of operation, whichever shall occur first. HDX warranty period extends from the date of installation into the engine.

This warranty applies to all owners in the chain of distribution, i.e. distributor, dealer, original owner, until the end of the respective periods of coverage and shall not apply to subsequent owners.

HDX RESPONSIBILITIES

HDX will pay only for parts, labor and fluids needed to repair damages directly resulting from an above defined warranty failure to the functional condition existing immediately prior to the failure, including progressive damage to the engine in which the warrantable part was installed, provided HDX inspection of said failed part or parts discloses to our satisfaction to have been defective. Labor cost will be paid but not to exceed published flat rates times at HDX standard hourly rate. No overtime or holiday rates will be allowed. Only new or rebuilt parts approved by HDX will be used in making the repair.

OWNER'S RESPONSIBILITIES

Owner is responsible for the operation and maintenance of the engine as specified in the APPLICABLE O.E.M. OPERATION AND MAINTENANCE MANUALS. Owner must give notice within (30) days of any suspected failure and before expiration of applicable warranty to be considered warrantable. Owner will provide alleged defective and associated parts for examination by HDX and, if requested, return same Freight Prepaid to Kolding, Denmark.

Additionally, a complete Electronic Control Module report or workshop repair ledger and documentation must accompany the claim. HDX further reserves the right to examine any engine subject to a claim under this warranty. Approved warranty work is to be performed by an authorized HDX Distributor or Dealer or other HDX approved facility.

Copies of all work orders and invoices for repairs to the engine must accompany the claim. Owner is responsible for all costs, including, but not limited to, repairs made to items other than the engine in which the parts are installed, "downtime" expenses and all business costs and losses resulting from a warrantable failure.

WARRANTY LIMITATIONS

HDX is not responsible for failure resulting from owner or operator abuse or neglect, such as, but not limited to: operation without adequate coolant, fuel or lubricants; over-fueling; over-speeding; lack of maintenance of lubricating, coolant or air intake systems; improper storage, starting, warm-up, run-in or shut down practices.

HDX is not responsible for failures resulting from improper repair or installation, for parts that have been altered or for parts not approved by HDX. This warranty does not apply to parts furnished on a no charge basis. HDX does not warrant parts not supplied by us, but supplied by another company and used in the same engine and mixed with parts supplied by HDX. These parts are warranted by their manufacturers/suppliers, and not HDX.

In no event shall this warranty extend beyond (18) months from the date of sale by HDX. There are no warranties expressed, implied or statutory, for the parts named herein before, supplied by HDX other than set forth herein. We neither assume nor authorize any other persons to assume for us any other liability in connection with products we supply. HDX shall not be responsible for any other consequential damages or contingent liabilities. Further, in no event shall HDX bear any responsibility for any damages, which exceed the then available aggregate coverage provided under the terms and conditions of its product liability policy.

This warranty shall be interpreted, governed and enforced in accordance with the laws of Denmark and valid EU regulations.

(For products not covered herein, see HDX General Terms and Conditions of Sale, Delivery and Service, see www.hdxperts.dk)

Any actions or proceedings relating to this warranty must be filed or commenced within three (3) months of the alleged breach. If any of these warranty provisions or portions thereof prohibited by law or by any court of competent jurisdiction, in any locality, its invalidity or unenforceability shall not affect the validity or enforceability of any other warranty provisions or portions thereof.