

TSM - HEAVY DUTY PARTS LIMITED WARRANTY

Thermal Solutions Manufacturing Inc., warrants its products to be free from defects in material and workmanship for 12 months* from date of shipment to the original consumer-purchaser. This warranty covers any parts furnished by Thermal Solution Manufacturing but does not include labor of any kind or materials not furnished by Thermal Solutions Manufacturing Inc. or any charges for any such labor or materials. In the event of a product failure, and a replacement is made, the warranty remains with the original transaction date of shipment to the original consumer-purchaser and does not reset to the date when such product replacement was made.

**Exception to 12 month warranty is Ultra-Seal® CAC Products: Warranty for Ultra-Seal® product is as follows: Thermal Solutions Manufacturing Inc. warrants to the original purchaser for a period of 8 years or 1,000,000 (one million) miles or 1,609,000 (one million, six hundred thousand) kilometers, whichever occurs first from the date of installation, that Ultra-Seal® Charge Air Cooler will remain within the engine manufacturer's allowable leak rate specification under normal operating conditions subject to the conditions:*

*Only Ultra-Seal® Charge Air Coolers with cast tanks are covered
Off-Highway applications are not included in this Warranty
No mounting brackets are included in the warranty*

The limited warranty is void if the product is subjected to misuse, negligence, or operating conditions other than those for which such equipment was designed, or has been repaired or altered outside the factory of Thermal Solutions Manufacturing Inc., or when chemicals or any ingredients other than fluids specified by the original equipment manufacturer are used in the product. This warranty does not cover the physical or chemical effects of any corrosive substance in the operating environment, the equipment, or any maintenance procedures by the purchaser. This warranty is extended to and enforceable by only the original consumer-purchaser.

Thermal Solutions Manufacturing Inc.'S WARRANTY OF ITS PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, AS LIMITED HEREIN, SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Claims for engine damage due to overheating will be denied. All vehicles and stationary equipment have warning lights and gauges to warn an operator of overheating conditions long before internal engine damage would occur. Thermal Solutions Manufacturing Inc. shall not be responsible for engine damage due to operator negligence.

RETAIN YOUR ORIGINAL RECEIPT FOR FUTURE PROOF OF PURCHASE. If the product fails due to a defect in material or workmanship, the original purchaser shall be responsible for presenting the defective product and a COPY of the ORIGINAL PURCHASE RECEIPT to the place of original purchase or the Warranty Department of Thermal Solutions Manufacturing Inc. with all transportation expenses prepaid by purchaser. All risks of loss or damage are retained by the customer while the goods are in the possession of the freight carrier enroute to the participating facility. Repair or replacement of the product returned to Thermal Solutions Manufacturing Inc., and which the examination by Thermal Solutions Manufacturing Inc. or its designated agent shall disclose to have been defective, shall be at our sole discretion shall be the SOLE AND EXCLUSIVE REMEDY to which Thermal Solutions Manufacturing Inc. is obligated and to which the original retail purchaser is entitled. Purchaser's remedy does not include reimbursement for any expenses incurred for labor or material charges incident to the replacement, removal, or installation of any product or component part, towing charges, rental of replacement vehicle, injuries to persons or property and any other special, incidental, consequential or punitive damages.

Thermal Solutions Manufacturing Inc. IN NO EVENT SHALL BE LIABLE TO THE PURCHASER FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PRODUCTION OR LOSS OF PROFITS OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASERS, RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING THOSE RESULTING FROM THE ORDER OR USE OF Thermal Solutions Manufacturing Inc.'S PRODUCTS. OUR SOLE LIABILITY TO THE PURCHASER FOR ANY CAUSE OF ACTION, WHETHER BASED UPON NEGLIGENCE, CONTRACT OR STRICT LIABILITY, SHALL BE THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE PRECEDING PARAGRAPH.

This warranty gives you specific legal rights. You may also have other rights, which vary from state to state. Thermal Solutions Manufacturing Inc. neither assumes nor authorizes any person to assume for it any obligation or liability other than expressly stated.

All inquiries to: Thermal Solutions Manufacturing Inc. | ATTN: WARRANTY DEPARTMENT Two Lakeview Place | 15 Century Blvd, Suite 102 | Nashville, TN 37214