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REMANUFACTURED ENGINE WARRANTY

DSL warrants its exchange engines for a period of one year on new parts, one year on remanufactured components, and one year on labor.

DSL warrants its exchange engines according to the following schedule.

DSL must first be notified of failed engine before any inspection or work is performed.

Any defective or malfunctioning part will be replaced or repaired at no charge for a period of one year on new parts, provided the repairs are performed during regular hours, including progressive damage to the engine concerned. Engines not installed by **DSL** will be warranted for the same period of time provided **DSL** or their designated representative performs the start-up and sea trial (if marine application) of the engine and returns a copy of the report to **DSL** within forty-eight hours after the engine is put into service.

In the event of a warrantable failure, all costs and expenses associated with performance of repairs, such as overtime, travel time, transportation, lodging, freight, etc. are the responsibility of the owner of the engine.

In order for warranty claims to be accepted, the purchasing customer's account must be current. Delinquent accounts must be brought current prior to acceptance of any claim.

Warranty period shall begin on date of delivery to customer.

This warranty covers only conditions resulting from defects in material under normal use and service. This warranty does not cover inherent manufacturer flaws in the design and/or performance of an engine.

This warranty does not cover: conditions resulting from misuse, negligence, alteration, accident, or lack of performance of normal maintenance services; any engine which shall have been repaired by other than **DSL** or its designated representative so as in any way, in the judgment of **DSL** to affect adversely its performance and reliability; the replacement of maintenance items (such as filters, belts, and air cleaners) made in connection with normal maintenance services; extraordinary damages resulting from insufficient, or non-existence of, system protection (alarms, sensors, shutdown systems, etc.); loss of time, inconvenience, loss of use of the engine or other consequential damages.

The repair of defective parts qualifying under this warranty will be performed by **DSL** or their designated representative within a reasonable time using new or rebuilt parts.

The owner is responsible for the performance of regular maintenance services.

This warranty is the only warranty applicable to **DSL** remanufactured engines and is expressly in lieu of any other warranties, express and implied, including any implied warranty of merchantability or fitness for a particular purpose. **DSL** does not authorize any person to create for it any other obligation or liability in connection with these engines. **DSL** will not be liable for consequential damages resulting from breach of warranty.