
WARRANTY COVERAGE POLICY FOR FPT PARTS, FPT REMAN PARTS AND REMAN ENGINES

1. Definitions

Engines: engines manufactured by FPT;

FPT: FPT Industrial S.p.A. with registered seat in Via Puglia 15, Torino, Italy.

FPT Operation and Maintenance Manuals: manuals given to the Owner at the time of purchase of the Engines or at the time of purchase of the machine or the vehicle in which the Engines are installed;

Owner: owner of the Engine or of the machine or the vehicle in which the Engines are installed;

Parts: any and all components, parts, spare parts, drivelines supplied by FPT or the source designated by FPT which replace components, parts, engines, drivelines installed during the course of production or the assembly of the machine or of the vehicle in which the Engines are installed;

Parts Warranty: the warranty given by FPT on the Parts or Reman Parts;

Products: Parts, Reman Parts and Reman Engines sold by FPT authorized dealers and workshops;

Reman Engines: FPT remanufactured Engines or FPT remanufactured systems which is installed as a replacement in the machine or the vehicle;

Reman Engines Warranty: the warranty given by FPT on the Reman Engines;

Reman Parts: FPT remanufactured spare parts which are installed in the Engines;

Reman Products: Reman Engines and Reman Parts;

Warrantable Failure: Reman Engines Warrantable Failure and Parts Warrantable Failure;

Warranty: Parts Warranty and the Reman Engines Warranty.

All definitions contained in this terms and conditions are applicable to the singular as well as the plural forms of such terms.

2. Products under Warranty coverage

The Warranty applies to Parts and Reman Products sold after January 1, 2020. The Warranty is valid worldwide at FPT's authorized dealer or authorized workshop which can be localized through FPT's dealer locator [www.fptindustrial.com/DealerLocator/dealer-locator.htm]. At the time of requesting the Warranty the Owner must be prepared to present evidence of the Products date invoice to the first Owner.



3. Coverage of the Parts Warranty

- 3.1 This Warranty covers any failures of the Parts, under normal use and service, which result from defects in material or factory workmanship (**"Parts Warrantable Failures"**).
- 3.2 The coverage duration for Parts is of one year starting from the invoice date of the sale to the first Owner.
- 3.3 The coverage duration for Reman Parts is of two year starting from the invoice date of the sale to the first Owner.
- 3.3 This Warranty is offered to all Owners in the chain of distribution and coverage continues to all subsequent Owners until the end of the periods of Warranty coverage.

4. Coverage of the Reman Engines Warranty

- 4.1 This Warranty covers any failures of the Reman Engines, under normal use and service, which result from defects in material or factory workmanship (**"Reman Engines Warrantable Failures"**).
- 4.2 The coverage duration is of (i) two years, from the invoice date of the sale to the first Owner or (ii) 150.000 km or (iii) 2.000 hours of operation, whichever occurs first.
- 4.3 This Warranty is offered to all Owners in the chain of distribution and coverage continues to all subsequent Owners until the end of the periods of coverage.

5. FPT Responsibilities

FPT, through its authorized dealer or authorized workshops will reimburse for all parts and labor needed to repair the damage to the Engine resulting from the Warrantable Failure according to FPT's approved standard repair time. FPT will reimburse for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure. FPT will reimburse, at FPT's sole discretion, reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure and however not exceeding the reference FPT standard repair time. FPT will reimburse, at FPT's sole discretion, reasonable incurred costs for travels to repair a Warrantable Failure and however not exceeding the FPT applied policies to its authorized dealers or authorized workshops.

6. Owner Responsibilities

- 6.1 At the time when the Products are installed, Owner is responsible for the preparation of a written record containing the following: (i) the date of installation of the Products; (ii) the Engine serial number; (iii) the Engine miles, hours or kilometers of operation; (iv) the Products installed; and (v) the location of the Parts in the Engine. This record is intended to protect Owner's interests and support any claim for a Warrantable Failure. Owner is responsible for the operation and maintenance of the Engine as specified in FPT Operation and Maintenance Manuals. Owner is also responsible for providing proof that all mandatory maintenance at relevant interval has been performed. Before expiration of the applicable Warranty, Owner must notify to FPT authorized dealer, or authorized workshop or other repair location approved by FPT, of any Warrantable Failure and make the Engine available for repair by such facility at the Owner's expense.
- 6.2 Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to a Warrantable Failure under art. 5 hereabove.
- 6.3 Owner is responsible for communication expenses, meals, lodging and similar costs incurred by Owner as a result of a Warrantable Failure.
- 6.4 Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

7. Limitations

- 7.1 FPT is not responsible for failures or damage resulting from what FPT determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, warmup, run-in or shutdown practices and unauthorized modifications of the Engine. FPT is also not responsible for failures caused by incorrect fuel or by water, dirt or other contaminants in the fuel. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds FPT published standards.
- 7.2 FPT does not cover the costs related to wear or wearout of covered Products.
- 7.3 Parts used to repair a Warrantable Failure may be Parts or FPT Reman Parts. FPT is not responsible for failures resulting from the use of non-genuine Parts.

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- 7.4 A Part or FPT Reman Part used to repair a Warrantable Failure shall have the residual warranty coverage duration of the Part that has been replaced.
- 7.5 This Warranty does not apply to Parts furnished by FPT at no charge to the Owner.
- 7.6 FPT reserves the right to interrogate Electronic Control Unit (ECU) data for purposes of failure analysis.

8. No representation or implied warranty

- 8.1 Where permitted by law FPT nor any company affiliated with it makes any guaranties, warranties, conditions, representations nor promises, express or implied, oral nor written, as to the nonoccurrence of any defect or the quality not performance of the Products other than those set forth herein, and does not make any implied warranty or conditions of merchantability or fitness. In no event will a FPT authorized dealer or authorized workshop or any company affiliated with FPT be liable for incidental or consequential damages or injuries including but not limited to loss of profits, loss of crops, rental of substitute equipment or other commercial loss, damage to the machine or vehicle or for damage suffered by the Owner as a result of fundamental breaches of contract or breach of fundamental terms, unless such damages or injuries are cause by the gross negligence or intentional acts of the foregoing parties.

9. Law and competent court

- 9.1 This warranty conditions are interpreted under and subject to Italian law.
- 9.2 If otherwise applicable, the Vienna Convention ("Contracts for the international sale of goods") is excluded in its entirety.
- 9.3 Any dispute arising in relation to these warranty conditions will be referred exclusively to the Court of Turin (Italy).