

FP Diesel Warranty

DRiV warrants qualifying FP Diesel products against defects in material and workmanship, under normal operating conditions, for two years from the date of installation in an engine, without regard to mileage or hours of use, in accordance with the terms below.

DRiV's obligation under this warranty is limited to payment for (1) parts and labor necessary to repair any engine damage that results from breach of this warranty and (2) replacement of maintenance products that are damaged from breach of this warranty, including oil, antifreeze, belts, hoses, and filter elements. Such repair is limited to restoration of the engine to its condition immediately prior to any failure. Labor costs are determined by published rates at the time of repair and standards in the geographic area where repair occurs. Overtime or holiday rate charges are excluded. Any incidental and consequential damages are excluded under this warranty, regardless of when the failure occurs. This warranty has no cash value.

To make a claim under this warranty, return the worn-out or defective product with the dated original receipt to the dealer or retailer from whom it was purchased. DRiV must be notified by the customer: (i) before filing a warranty claim, (ii) within one year of the date that the claim accrues, and (iii) before any work has been performed. All claims must be submitted in writing and DRiV reserves the right to examine all parts, systems and related information associated with the claim. (Note all shipping charges are the responsibility of the end-user or distributor, DRiV will not accept collect shipments). See

your sales representative for detailed claim submission procedures and forms. Use parts only for applications and interchanges in the applicable catalog. Failure to heed this warning could result in reduced life or failure of the part. All parts listed in the applicable catalog are not for use in space program, atomic energy/nuclear reactor equipment, medical or aircraft applications. DRiV reserves the right to make product improvements/changes, with respect to similar products previously manufactured, without notice and without incurring liability.

This warranty does not apply to purchases made through unauthorized retailers/dealers including unauthorized online sellers. A list of authorized retailers/dealers can be found under WHERE TO BUY. DRiV has no way to confirm the authenticity and quality of products sold through unauthorized resellers and is not obligated to honor warranty claims when purchased from an unauthorized individual, unauthorized retailer/dealer, or unauthorized online retailer. Purchases made through auction sites, marketplaces, private or third-party sales, or other unauthorized online retailers are not eligible for warranty.

This warranty does not apply to: (i) any other costs, including costs of diagnostic time and any other expenses arising out of replacing the product (ii) products which have been installed on non-catalogued applications; (iii) products that are new, unused or show signs of normal wear but not defective; (iv) products which have been misused, modified, altered, improperly applied or installed; (v) product damaged in an accident or by fire, weather, or any other force majeure event or hazard; (vi) products which have been installed on vehicles used for racing purposes or damaged due to vehicle modifications; (vii) obsolete parts no longer available from DRiV; (viii) product that has

been transferred from the vehicle on which it was originally installed; (ix) non-genuine DRiV branded product or competitive parts; and (x) products installed on vehicles that have been modified outside the specifications of the vehicle's original equipment manufacturer, including but not limited to aftermarket modifications for racing, off-road, or powersports purposes.

DRiV will not accept any returns and is not responsible for any claims related to circumstances and products described in the preceding sentence. All warranties, express or implied, are disclaimed if not stated herein. Any implied warranties you may have under state law are limited to the same duration and other terms as this warranty to the extent permissible. OTHER THAN AS EXPRESSLY PROVIDED HEREBY, DRiV SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, TRANSPORTATION AND TOWING COSTS, COST OF PURCHASED OR REPLACED GOOD, OR CLAIMS OF CUSTOMERS OF THE PURCHASER, WHICH MAY ARISE OR RESULT FROM THE SALE, INSTALLATION, OR USE OF THESE PARTS.

DRiV will contact warranty-serviced consumers to conduct customer satisfaction surveys relating to product and warranty service. Survey activity will provide valuable feedback and help measure the level of consumer satisfaction in different markets.