

HD TRUCK REPAIRS AND SERVICES LLC LIMITED ENGINE WARRANTY AND LIABILITY

Subject to the terms and conditions as set forth herein, HD Truck Repair and Services LLC (hereinafter "HD") warrants each used engine to be serviceable and functional and free from failure due to defects in materials and workmanship for one (1) year from the original date of purchase, unless otherwise provided herein. In the event of defect, HD reserves the right to, at its option, repair, replace or refund the purchase price of faulty or defective components or parts for fulfillment of its obligations under this Warranty.

ENGINE WARRANTY COVERAGE

Unless otherwise noted, each engine purchased at HD has new main rod bearings installed and is inspected prior to purchase. For Warranty Claims on the bottom end of the engine, including crankshaft and block, HD covers parts and labor at 100%, excluding expenses relating to transporting the vehicle to HD. All bottom end repairs on Warranty Claims must be completed by HD.

HD cannot see inside the upper end of the engine and therefore makes no representations otherwise to Purchaser. HD offers Purchasers a period of ninety (90) days to allow Purchaser to install and operate the engine. During such ninety (90) day period, should the engine require any work on the upper end (i.e., turbo, cam shaft, cam bushings, cylinder head, piston and liners), HD will provide labor to Purchaser in HD's shop at HD's expense. All new and/or reconditioned parts will be at the expense of the Purchaser.

The engines are used and are not guaranteed against oil leaks. Major oil leaks will be repaired under this Warranty and repairs must be completed by HD. All parts for repairs under engine warranty claims shall be at the expense of the Purchaser. HD will split the cost for labor for such repair equally with Purchaser. Minor oil leaks are not covered under this Warranty.

HD shall not be liable for any costs relating to transport and delivery of the vehicle to HD and such costs shall be at the expense of the Purchaser. HD shall not be liable for any costs or expenses for inconvenience, loss of vehicle, lost wages, storage fees, mileage, labor or any other expenses related to the installation of the faulty or damaged engine purchased from HD.

HD is not responsible for any damages resulting from an engine that has been altered, modified, disassembled, or damaged by misuse or accident subsequent to purchase. HD is not responsible for failures or damage due to overheating and improper lubrication or operation in excess of original design limitations, or failure to follow normal published preventative maintenance guidelines of the O.E.M. This Engine Warranty does not cover damages as a result of negligence by Purchaser or improper installation by Purchaser and/or any third party.

TERMS AND CONDITIONS

This Warranty is not transferrable and shall not exceed the original purchase price. The original purchase invoice must be presented to HD before any engine warranty work shall be completed for any Warranty claim. Parts exchanged for replacements under this Engine Warranty are covered under the original Engine Warranty only for the remainder of the original Engine Warranty period. This Engine Warranty may not be changed or modified in any way except in writing by HD.

WARRANTY LIMITATIONS AND EXCLUSIONS

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, HD TRUCK REPAIR AND SERVICES LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING IS THE LIMIT OF THE LIABILITY OF HD AND IS THE EXCLUSIVE AND SOLE REMEDY OF THE PARTY TO WHOM THIS WARRANTY IS MADE. LIABILITY ON THE PART OF HD FOR DAMAGES, EXPRESSLY INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES IS HEREBY DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.