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## Warranty Statement

BorgWarner Turbo Systems warrants all products to be in accordance with the specifications mutually agreed upon and approved in writing for the specific application requested by the customer. Warranty shall not apply if BorgWarner Turbo Systems has not approved in writing both the product specifications and the product application.

BorgWarner Turbo Systems products are warranted to be free from defects in workmanship and materials. No liability is assumed for the suitability, quality or durability of product, part or component designs not developed by BorgWarner Turbo Systems.

BorgWarner Turbo System's liability is limited to the repair or replacement, at BorgWarner Turbo System's option, of any warrantable product returned prepaid with a complete service history to the factory, if found by BorgWarner Turbo Systems to be defective in material or workmanship. All replacement units shall be rebuilt units similar in quality to the unit replaced.

Upon completion of the warranty determination, whether accepted or denied, returned units become the sole property of BorgWarner Turbo Systems. Units not deemed warrantable shall have a value not to exceed exchange credit, when applicable, and cannot be returned to the user without advance written notification on the warranty analysis request form.

Warranty shall not apply to any unit, which has been misused, improperly stored or installed or tested; subjected to misapplication, improper operating conditions, accidents, abuse or neglect; or which has been improperly repaired or altered or otherwise mistreated in the field. Unauthorized disassembly will void all warranty consideration.

BorgWarner Turbo System's literature "Important Safeguards" and "Installation Requirements" and the publication "General Factors Affecting Turbocharger Service Life" are packaged with the BorgWarner Turbo Systems turbocharger or are available through your Regional Sales Representative. Warranty coverage is contingent upon strict adherence to the installation, operation, maintenance and safety procedures outlined in these publications.

BorgWarner Turbo Systems turbocharger warranty shall terminate at 100,000 miles or twelve (12) months in service with the original user or twenty-four (24) months from the date of shipment from BorgWarner Turbo System's factory, whichever occurs first.

EXCEPT AS SET FORTH IN THIS WARRANTY, BORGWARNER TURBO SYSTEMS DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROHIBITED BY LAW, BORGWARNER TURBO SYSTEMS ALSO DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. BORGWARNER TURBO SYSTEMS' LIABILITY WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT. NO WARRANTY, EXPRESSED OR IMPLIED, IS EXTENDED TO ANY CONSUMER OR TO ANY PERSON OTHER THAN THE ORIGINAL PURCHASER.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

UNLESS OTHERWISE SPECIFIED IN AN AGREEMENT BETWEEN BORGWARNER TURBO SYSTEMS AND PURCHASER, ANY DISPUTE REGARDING THIS WARRANTY SHALL BE (A) OF LAWS RULES AND (B) SUBJECT TO RESOLUTION IN ANY COURT OF COMPETENT JURISDICTION IN COOK COUNTY, ILLINIOS.

On the date of the sale I have read the above Limited Warranty and understand and accept its terms and acknowledge receipt of a copy of this warranty.