

WARRANTY STATEMENT

■ Limited Warranty

KT warrants to the original purchaser of its Turbocharger Products that such Turbocharger Products will during the Warranty Period and subject to the Limitations and Exclusions, comply with all applicable specifications and be free from defects in materials and workmanship.

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

■ Limitations And Exclusions

Warranty shall not apply to any unit that has been improperly stored or installed; subject to misapplication, improper operating conditions, accidents or neglect; or has been improperly repaired or altered or otherwise mistreated in the field. Unauthorized disassembly will void all warranty consideration. TURBOCHARGER WARRANTY SHALL NOT APPLY TO ANY TURBOCHARGER THAT SHOWS EVIDENCE OF OIL CONTAMINATION, OIL STARVATION OR FOREIGN OBJECT DAMAGE.

KT shall not be liable to Customer under any circumstances for any special, incidental or consequential damages, including without limitation, damage to or loss of property other than for Turbocharger Products; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of Turbocharger Products; the cost of replacement transportation, power or compression; the cost of substitute products; or claims of Customer's customers for such damages, howsoever caused, and whether based on warranty, contract and/or tort (including negligence, strict liability or otherwise). The obligations in connection with the design, manufacture, sale, delivery, and/or use of **KT's** turbochargers and related parts and/or services shall in no circumstance exceed in aggregate a sum equal to twice the amount actually paid to **KT** for Turbocharger Products subject to Customer's warranty claims.

■ **Warranty Period**

The Warranty Period begins on the invoice date to the original purchaser and lasts for the time duration/mileage as follows:

Automotive OEM applications: 12 months or 12,000 miles whichever occurs first.

Commercial Diesel applications: 12 months or 100,000 miles whichever occurs first.

Off Road applications: 12 months or 4000 hours whichever occurs first.

Automotive Performance applications: 6 months or 6,000 miles.

If a warranty claim results in **KT** providing a Turbocharger Product replacement, then the Warranty Period for the Turbocharger Product replacement will be the unexpired portion of the original Warranty Period for the Turbocharger Product that was replaced.

■ **Disclaimer**

The Limited Warranty is the only warranty made by **KT** for any of its turbochargers and related parts and/or services, and is in lieu of and excludes all other warranties, expressed or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement and validity. **KT** hereby disclaims all other warranties not expressly set forth in this Warranty Statement. No Warranty, expressed or implied, is extended to any consumer or person other than the original purchaser.