

ICOM NORTH AMERICA, LLC., LIMITED WARRANTY POLICY

1. APPLICABILITY

This warranty is provided to the distributor ("Distributor") of an ICOM North America, LLC. (hereinafter "ICOM") fuel system ("System" or "Systems"). In order for this warranty to apply, the System must have been installed by technicians trained or authorized by ICOM, in a vehicle registered, and normally operated, in the United States or Canada.

2. LENGTH OF WARRANTY

(i) For ambulance, EMS, automotive off-highway, snow removal, tow-truck, taxi, limousine, car service sector, people transporting vehicles and motor home vehicles not covered by 2(iii) below, the length of warranty shall be for a period of 2 years or 70,000 miles, whichever comes first, from the date the System was installed.

(ii) For all airline industry unlicensed vehicles or equipment, the length of warranty shall be a period of 1 year from the date the System was installed.

(iii) For all vehicles 3 years or older, or with 70,000 or more miles, when the System was installed (even those vehicles referenced in 2(i) above), the length of the warranty shall be 18 months or 50,000 miles, whichever occurs first, from the date the System was installed.

(iv) For all other vehicles not referenced in 2(i), (ii) or (iii), the length of the warranty shall be a period of 2 years from the date the System was installed.

3. WHAT IS COVERED

ICOM warrants all parts and components of its Systems to be free from defects in materials or workmanship. This warranty covers repairs and/or replacements needed to correct defects in materials or workmanship of all parts or components of each new System supplied by ICOM, except for the "EXCLUSIONS" or items listed below under the caption "WHAT IS NOT COVERED".

4. WHAT IS NOT COVERED

This warranty will be void in the event of, and does not cover defects, damage, failures or corrosion resulting from, any of the following: accident, theft, fire, driving through water, neglect, improper installation, improper calibration, failure to have scheduled maintenance performed on a timely basis, improper service or repair, improper operation, abuse, misuse, which includes racing of any sort whatsoever, installation of non-ICOM approved parts, accessories or components, transfer of System or component(s) from one vehicle to another, contamination, poor fuel quality, the use of LPG that is not HD5 grade or its equivalent, LPG Dispenser or LPG storage issues, or damage while the System or components is/are in transit. Or if ICOM deems the returned part not to be defective or the supposed defect is a result of a non-icom issue.

5. EXCLUSIONS

This warranty does not cover any parts or components of Systems that contain custom ordered parts that were manufactured to customer specification.

6. LIMITATIONS OF WARRANTY & OTHER WARRANTY TERMS

This warranty does not cover incidental, consequential, or collateral damages, such as loss of the use of the vehicle, towing or diagnostic charges, repair charges, inconvenience, commercial loss, or damages for injury to any person or property other than the System. This warranty is limited to a replacement of the defective part(s) or component(s), or a credit for same from ICOM. Any implied warranties, including warranties of merchantability and fitness for a particular purpose shall be limited to the duration of this written warranty.

7. MAINTENANCE AND RECORDS

As a condition of this warranty, the vehicle in which the System is installed in must have been properly used, served and maintained as outlined in the Distributor's owners' manual, a copy of which must be provided to the purchaser of each vehicle that has a System covered by this warranty. As a further condition of this warranty, Distributor must make available copies of all vehicle maintenance records, and invoices and receipts pertaining thereto, for review by ICOM. Failure to do so may result in the denial of warranty coverage.

8. PROCEDURE FOR MAKING A WARRANTY CLAIM

In order to make a warranty claim and obtain replacement of the defective part(s) or component(s), Distributor must first obtain a Return Goods Authorization ("RGA") number from ICOM's Warranty Manager (who can be reached by calling 248-573-4934 or via e-mail at: marc@icomnorthamerica.com). In order to obtain a RGA number, Distributor must provide ICOM with a written letter/report listing the defective part(s) or component(s), the year, make, model, current mileage, and V.I.N. of the vehicle on which the defective part(s) or component(s) was installed, as well as the date the System was installed on said vehicle and the then current mileage, and the following information: (i) a description of each defect; (ii) any suspected reason(s) for such defect(s); (iii) all repair orders and invoices relating to said defect(s); and (iv) details about any and all damage(s), occurrence(s) and failure(s). ICOM will then evaluate the letter/report and, if it appears that a warranty claim may exist, will issue a RGA number.

Once a RGA number is issued, the part(s) or component(s) shall be returned, freight prepaid, to ICOM North America, LLC, at 54790 Grand River Avenue, New Hudson, MI, 48165. Upon ICOM's receipt of same, ICOM will analyze the part(s) or component(s) and evaluate the warranty claim. ICOM will make a decision on the warranty claim, and notify Distributor of its decision, within thirty (30) days of its receipt of the part(s) or component(s). Where applicable, all parts or components that are covered by this warranty will be repaired, replaced, or credited, within forty five (45) days thereafter.

In the event of damage purported to have happened in transit, it is the responsibility of Distributor to report such damage on the shipping manifest and to have the driver/deliverer sign off on said manifest. The driver/deliverer's signature does not necessarily validate the claim. The shipping manifest, and photos showing the damaged part(s) or component(s), must be returned to ICOM on that same business day. ICOM will then proceed with its above-referenced evaluation process.

All claims made under and covered by this Warranty Policy shall be made within, and no later than, sixty (60) days of the date Distributor is notified about the defective material(s) and/or workmanship.

All defective part(s) or component(s) must be returned to ICOM within ninety (90) days of the installation of the replacement part(s) or component(s).

9. TERMS, CONDITIONS AND PROCEDURES

All of the terms, conditions and procedures set forth herein, in the exact form set forth herein, are material terms hereof, and a failure to comply with any of them shall result in voiding this warranty.

10. GOVERNING LAW AND WAIVER OF JURY TRIAL

This warranty shall be governed, interpreted and construed in accordance with the laws of the State of New York, applicable to agreements made and to be fully performed therein, without giving effect to its principles of conflict of laws. Each party hereto consents to the exclusive jurisdiction of the New York State Supreme Court, New York County and/or the United States District Court for the Southern District of New York for any dispute arising out of this warranty. Each party hereto waives its right to a jury trial.

11. ASSISTANCE OUTSIDE OF WARRANTY

In ICOM's commitment to service and customer satisfaction, ICOM may occasionally offer to repair certain, specific repairs beyond or outside of the terms of the warranty.

12. NO OTHER WARRANTIES

There are no other express or implied warranties other than as set forth in this warranty. ICOM does not authorize any person to create for it any other warranty, except as set forth in writing and signed by ICOM.

13. CALIBRATIONS

If the Distributor has developed specific Calibrations (adjustments or changes to the Vehicles PCM) the Distributor is solely responsible for all problems and/or issues related to and/or arising out of the Calibrations, including without limitation, faulty installation, maintenance, or service. The warranty will be void in the event of improper calibration.

14. CONTACT INFORMATION

ICOM may date or change the contact email and phone number from time to time and will update the Distributor accordingly.

15. MANDATED EPA WARRANTY TERMS

**Performance Warranty:** The Performance Warranty covers repairs which are required during the first 2 years or 24,000 miles of vehicle use (whichever occurs first) due to the vehicle failing an emission test. Specified major emission control components are covered for the first 8 years or 80,000 miles (whichever occurs first). If you are a resident of an area with an Inspection and Maintenance (I/M) program that meets federal guidelines, you are eligible for this warranty protection provided that:

- Your car or light-duty truck fails an approved emissions test; and
  - Your vehicle is less than 2 years old and has less than 24,000 miles (up to 8 years/80,000 miles for certain components); and
  - Your state or local government requires that you repair the vehicle; and
  - The test failure does not result from misuse of the vehicle or a failure to follow the manufacturers' written maintenance instructions; and
  - You present the vehicle to an ICOM North America, LLC authorized warranty service center, along with evidence of the emission test failure, during the warranty period.
- During the first 2 years/24,000 miles (whichever occurs first), the Performance Warranty covers any repair or adjustment which is necessary to make your vehicle pass an approved, locally-required emission test and as long as your vehicle has not exceeded the warranty time or mileage limitations and has been properly maintained according to the manufacturer's specifications.
  - **There are Three Specified Major Emission Control Components (CAA §207(i)(2)) that qualify for the 8 years/80,000 miles warranty:**

There are three specified major emission control components, that must be covered for the first 8 years or 80,000 miles of vehicle use (whichever occurs first) on 1995 and newer vehicles, if the OEM can prove beyond reasonable doubt that a conversion part caused one of these 3 major emission control systems to fail:

1. Catalytic converters, or
2. The Electronic Emissions Control Unit or Computer (ECU), or
3. An On-board Emissions Diagnostic Device