Warranty Statement

Turbo Systems

BorgWarner Turbo Systems

Limited Warranty: BorgWarner Turbo Systems, Inc. ("BWTS") warrants that its goods or merchandise will be free from defects in material and workmanship for its intended use and service. This warranty shall extend for a period of twelve (12) months from the date of purchase by end user. BWTS will repair or provide a replacement product, at BWTS's sole option, for any defective part. Replaced parts will be warranted in time only through the remaining period of this warranty. BWTS shall not be obligated to repair or replace any defective part unless it receives notice, in writing, within 14 days of discovery of a defect. Any action for breach of warranty, contract or otherwise, shall be barred unless BWTS is provided with notice as provided herein. Specifically excluded from this warranty are design defects or damage caused by improper installation, misuse, neglect, improper maintenance, handling or operation of the product or unauthorized repair or alterations or externally induced physical damage.

Further, this warranty shall not apply if any person attempts to repair or replace the defective part without BWTS written authorization. Any auxiliary equipment sold hereunder and not manufactured by BWTS carries only such warranty as given by the manufacturer thereof and which is hereby assigned without recourse to BWTS. No warranty is made for any other claims or special, indirect or consequential damages (including but not limited to component removal or installation, equipment down time, prospective profits or other economic losses) because of any defect deemed warrantable by BWTS.

This is BWTS's sole warranty and is in lieu of all other warranties, express or implied, including, without limitation, implied warranty of merchantability, or fitness for a particular purpose.

No representative or distributor of BWTS has the authority to change or alter this warranty. This warranty may only be modified by an agreement signed by an authorized officer of BWTS.

Any claim made under this limited warranty must be presented to BWTS, with valid proof of date of purchase by end-user. All merchandise or goods shipped to BWTS, for warranty consideration, must be shipped prepaid - freight. Collect shipments will be refused.

No warranty on competition applications or applications not approved in writing by BorgWarner Turbo Systems.

The BorgWarner Turbo Systems Asheville, NC Plant

