



# MAHLE Aftermarket Inc. LIMITED WARRANTY POLICY

## LIGHT VEHICLE PRODUCTS WARRANTY COVERAGE

These warranties apply to all MAHLE Aftermarket Inc. Light Vehicle Automotive products sold directly to authorized MAHLE Aftermarket Inc. Distributors worldwide.

All new MAHLE Group products sold and marketed by MAHLE Aftermarket Inc. and their affiliates are warranted to be free from defects in original materials and workmanship for a period of one (1) year from the date of purchase. A list of MAHLE Group products sold and marketed by MAHLE Aftermarket are listed on [www.mahle-aftermarket.com](http://www.mahle-aftermarket.com).

Owner agrees that its sole and exclusive remedy against MAHLE Aftermarket Inc. shall be limited to the remedy set forth in the section "Warranty Limitations". This exclusive remedy shall not be deemed to have failed of its essential purpose so long as MAHLE Aftermarket is willing and able to provide the remedy set forth below. In the event it is found that the exclusive remedy has failed of its essential purpose or in the event Owner is allowed to assert a claim for money damages, MAHLE AFTERMARKET'S LIABILITY FOR ANY DAMAGES DUE OWNER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS. THIS PARAGRAPH AND WARRANTY STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. MAHLE AFTERMARKET SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN DELIVERY OR INSTALLATION OF THE GOODS OR FOR ANY FAILURE TO PERFORM WHICH IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. MAHLE AFTERMARKET'S MAXIMUM LIABILITY FOR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES IN CONTRACT, TORT OR OTHERWISE AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WITH RESPECT TO THE GOODS OR ANY SERVICES IN CONNECTION WITH THE GOODS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE GOODS. IN NO EVENT SHALL MAHLE AFTERMARKET BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THE STATUTE OF LIMITATIONS APPLICABLE TO ALL CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE ONE (1) YEAR FROM THE DATE THE CLAIM ACCRUES.

### WARRANTY LIMITATIONS

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MAHLE Aftermarket Inc. will replace any part found to be defective within one year from the date of purchase\*. MAHLE Aftermarket Inc. will not be responsible for any additional repair costs, parts or labor. All payments made for warranties accepted under this policy shall be in the form of a merchandise credit. Owner shall not be permitted to request any other form of payment.

MAHLE Aftermarket Inc. is not responsible for failures resulting from owner, operator or third party abuse or neglect including, but not limited to, engine operation without adequate lubricant or coolant, over or under-fueling, over-speeding, lack of proper maintenance to cooling, lubrication or air intake systems, improper storage, starting, warm-up, run-in or shutdown procedures or the continued operation of an engine after the first sign of a malfunction.

MAHLE Aftermarket Inc. is not responsible for failures resulting from improper installation or repair procedures, alteration or the misapplication of parts, or use in engines modified for competition, or levels of performance beyond the engine manufacturers original specifications. MAHLE Original turbochargers submitted for warranty must be assembled and complete with ID tag. The MAHLE Aftermarket Inc. warranty does not apply to turbochargers that have been disassembled or altered.

The warranties set forth herein are the sole warranties made by MAHLE Aftermarket Inc. No agent or sales representative of MAHLE Aftermarket Inc. shall have the authority to modify the terms expressed herein.

*\*For LV turbochargers, warranty period is three (3) years/36,000 miles.*

## **OWNER RESPONSIBILITIES**

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Owner is responsible for proper operation and maintenance of the engine in accordance with the engine manufacturers' published operation and maintenance manuals. It shall be the obligation of the Owner to provide to MAHLE Aftermarket Inc. satisfactory evidence of compliance with the engine manufacturers' published operation and maintenance manuals. OWNER MUST FOLLOW THE PRESCRIBED CLAIM PROCEDURE INITIATED BY NOTIFYING MAHLE AFTERMARKET INC. OR THE MAHLE AFTERMARKET INC. DISTRIBUTOR RESPONSIBLE FOR THE SALE OF THE PARTS WITHIN 30 DAYS OF ANY FAILURE SUSPECTED TO BE WARRANTABLE; otherwise any claim that Owner may have shall be deemed waived.

Owner is responsible for delivery of the engine to the repair location. All towing and storage charges will be the responsibility owner. Owner is responsible for the cost of all repairs which are not reimbursable under this warranty.

## **WARRANTY CLAIM PROCEDURE**

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The following procedure must be followed in strict detail to obtain prompt, complete and accurate evaluation of a warranty claim. Failure to adhere to the specified procedure will lead to delays and may result in refusal of the claim.

Only parts which have actually been assembled into an engine will be considered for warranty evaluation. Any parts which are alleged defective due to handling damage, packaging errors, wrong parts, etc., must be returned separately for credit and should not be submitted as warranty material.

- A) ALL WARRANTY CLAIMS MUST BE PROCESSED THROUGH THE SELLING MAHLE AFTERMARKET INC. AUTHORIZED DISTRIBUTOR WITHIN 30 DAYS OF THE DATE OF FAILURE. IT IS THE RESPONSIBILITY OF THE AUTHORIZED DISTRIBUTOR TO SEE THAT ALL OF THE PARTS AND PAPERWORK ARE SUBMITTED.

In many cases the cause of failure may not be detectable by examination of the failed parts alone. For this reason related parts, for example: remaining bearings from a set, or camshaft and lifters, should be submitted with the failed parts. Where more than one of a part is used in an engine, the returned parts must be marked to identity the positions in which they were installed during operation.

If there are any doubts regarding what components are needed for analysis, contact MAHLE Aftermarket Inc. (See below)

- B) PARTS MUST BE ACCOMPANIED BY THE FOLLOWING INFORMATION:
1. Clear and legible copies of all work orders and receipts for parts for the original engine build when MAHLE Aftermarket Inc. parts were first installed.
  2. A completely filled out "Request for Analysis of Used Products" form (Form F-MN-PS0001-en). Give as much detail as possible regarding the circumstances of the failure including a description of engine operating symptoms prior to failure. ATTACH ADDITIONAL PAGES IF NECESSARY. PLEASE TYPE OR PRINT LEGIBLY.
  3. Mail the original copy of the "Request for Analysis of Used Products" form to the address shown at the top of the request form. Also include a copy with the shipment of parts.
- C) Parts returned for warranty analysis must be carefully packed and protected from shipping damage. Parts damaged in handling due to improper packing will be denied warranty consideration.
- D) SHIP WARRANTY MATERIAL PREPAID to the appropriate address shown at the top of the "Request for Analysis of Used Products" form.
- E) Ship only warranty material and only one warranty return in a shipment. Do not combine warranty material with the shipment of any other return goods. Do not list more than one warranty claim per request form.
- F) WARRANTY CLAIMS FOUND TO BE INCOMPLETE OR IMPROPERLY SUBMITTED WHEN REVIEWED BY MAHLE Aftermarket Inc. WILL BE SET ASIDE AND NO ACTION WILL BE TAKEN UNTIL THE NECESSARY ADDITIONAL PARTS AND/OR PAPERWORK ARE RECEIVED. MAHLE Aftermarket Inc. will inform the Distributor responsible for the claim by letter of the additional parts or information needed to process the claim. If no response is received within 30 days, a follow-up letter will be sent. If no

response is received within 15 days after the follow-up letter, the claim will be dropped and the returned goods discarded.

- G) Following an evaluation of the parts and information submitted, MAHLE Aftermarket Inc. will make final determination of the cause of failure. MAHLE Aftermarket Inc. will provide a report of its findings to the Distributor for all claims determined to be non-warrantable. Evaluation and settlement of warranty claims will be based on the parts and information submitted. MAHLE Aftermarket Inc. cannot be held responsible for inaccuracies resulting from a lack of parts or information. Depending on the nature of the failure, it may be necessary to subject the returned parts to chemical and/or metallurgical tests. Although these tests will delay the completion of the analysis, they will be conducted when necessary to provide an accurate determination of the cause of failure. Since it is necessary to remove sections of the parts to conduct these tests, MAHLE Aftermarket Inc. assumes the right to dissect parts as required to perform a thorough analysis.
- H) Where a credit is issued covering a warrantable claim, this credit will be issued to the MAHLE Aftermarket Inc. authorized Distributor through whom the claim was processed. IT IS THE RESPONSIBILITY OF THE MAHLE AFTERMARKET INC. AUTHORIZED DISTRIBUTOR TO ACHIEVE A FINAL RESOLUTION OF THE CLAIM WITH THE INDIVIDUAL CUSTOMER INVOLVED.
- I) MAHLE Aftermarket Inc. will hold the returned parts for a period of 30 days after completion of the evaluation. At the end of 30 days, the parts will be discarded unless otherwise requested. Parts involved in claims determined to be warrantable will become the property of MAHLE Aftermarket Inc., upon acceptance of the claim settlement. Parts involved in claims found to be non-warrantable may be returned to the customer at his expense upon request if made within the 30 day period following issuance of a report.

## **GENERAL**

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MAHLE Aftermarket Inc. will make every effort possible to give each and every warranty claim prompt, fair and equitable consideration. Response time will vary depending on the complexity of the analysis required and the completeness of the information submitted. Extra care and effort expended in preparing parts and information for submission of a warranty claim will serve to improve the response time. Claims submitted in a careless and incomplete manner will lead to delays and customer dissatisfaction.

If in doubt regarding any details concerning submission of warranty material, contact your MAHLE Aftermarket Inc. Representative, or MAHLE Aftermarket Inc. Warranty Department as listed in the section below.

## **CHECK LIST FOR SUBMITTING WARRANTY CLAIM**

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1. Completely fill out "Request for Analysis of Used Products" (Form F-MN-PS0001-en).
2. Attach copies of all original work orders and invoices.
3. Include all failed and related un-failed parts.
4. Identify all parts by installed position.
5. Pack carefully to prevent damage.
6. Enclose copy of "Request for Analysis of Used Products" form with parts.
7. Mail original "Request for Analysis of Used Products" form with all work orders, invoices and estimates attached to MAHLE Aftermarket Inc. Warranty Department at address shown below for the product brand being returned.
8. Ship parts PREPAID TO MAHLE Aftermarket Inc. Warranty Department at address shown below for all brands:

MAHLE Aftermarket Inc.  
7670 Hacks Cross Road  
Olive Branch, MS 38654-8166  
Attn: Warranty Department  
(800) 637-7654