

**MTP DRIVETRAIN SERVICES, LLC**  
**PRODUCT LIMITED WARRANTY**

MTP Drivetrain Services, LLC ('MTP') provides a Limited Warranty on most all product(s) sold by MTP against defects in workmanship and material under normal use and with periodic maintenance as set forth by the original product manufacturer. This warranty will be in force for the time limits and restrictions listed in the schedules below.

**LIMITED WARRANTY TERMS.**

**A. DIESEL ENGINES:**

1. Short Block (Block, Crank, Rods, Liners)	6 months	Parts Only
2. Long Block (Short Block plus Camshaft and Head)	1 Year/60,000 miles	Parts & Labor^^
3. Complete running/tested vehicle engine**	1 Year/60,000 miles	Parts & Labor^^
4. Complete running/tested vehicle engine**	1 Year/60,000 miles	Parts Only
5. Complete running/tested vehicle engine**	2 Year/60,000 miles	Parts & Labor^^
6. Complete running/tested vehicle engine**	2 Year/60,000 miles	Parts Only
7. Complete running/tested Industrial/Power Units**	6 months/2,000 hours	Parts & Labor^^
8. Complete running/tested Industrial/Power Units**	6 months/2,000 hours	Parts Only

**B. ENGINE ACCESSORIES:**

9. Fuel Injection Pumps/Injectors	1 Year/60,000 miles	Parts Only
10. Turbochargers/Blowers	1 Year/60,000 miles	Parts Only
11. Cylinder Heads	1 Year/60,000 miles	Parts Only

**C. TRANSMISSIONS:**

12. Complete running/tested transmission	1 Year/100,000 Mileage	Parts & Labor^^
13. Complete running/tested transmission	1 Year/100,000 Mileage	Parts Only
14. Complete running/tested transmission	2 Year/100,000 Mileage	Parts & Labor^^
15. Complete running/tested transmission	2 Year/100,000 Mileage	Parts Only

**D. AXLES/DRIVELINE COMPONENTS**

16. Complete Axles/Differentials/Transfer Cases	1 Year/100,000 Mileage	Parts
17. Complete Axles/Differentials/Transfer Cases	2 Year/100,000 Mileage	Parts

**E. On-Site Service**

18. MTP may offer on-site service for customer convenience and expedite repairs needed to put equipment back into service as quickly as possible. This additional service allows the MTP technician to perform repairs to the items purchased from MTP on site to get the items repaired as quickly as possible. Arrangements can be negotiated on a case-by-case basis.

**F. Extended Shelf Warranty**

19. MTP offers a 1-year shelf life on optional parts that correct any defects in material or workmanship, or any failure of the product to conform to specifications. Automatically the 1-year warranty will start after the unit is installed in a vehicle and the vehicle has been accepted by the end customer. Products will be preserved in accordance with customer requirements or general MTP requirements standards. The Customer shall bring products into service in accordance with the aforementioned standards to ensure proper operation and to maintain the MTP warranty.

^^ Labor times are to be extracted from the latest Motor Manual labor guides. All warranted labor will be agreed upon by both MTP and the Customer before the labor effort is started.

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**MTP RESPONSIBILITIES.**

**During the Warranty Period.** MTP will correct any defects in material or workmanship if applicable warranty was provided upon purchase of the item, or any failure of the product to conform to specifications. All failed parts must be returned to MTP for prompt inspection to determine the extent of warranty and to determine root cause. The warranty period applicable to your Product is not extended as a result of purchasing any additional parts/products from MTP or upgrading your product.

**END CUSTOMER RESPONSIBILITIES.**

**Terms of Storage.** Customer or end user responsibility to ensure any product provided that is not placed into immediate service must be preserved in original packaging as supplied by MTP. Dependent upon customer request provided of the item purchased and the condition of the packaging supplied in, all items and components are required to be stored in climate-controlled area, free from elements that potentially effect the condition of the packaging or item from its originally supplied condition that effect the performance of the item. Items that where condition of the packaging and item were not properly stored will not be warranted by MTP.

**Inspection of Product upon Receipt.** Customer must examine product immediately upon delivery. If any container is damaged, you must immediately notify MTP. If, after opening a container, the Customer finds the Product or Accessories, or any portion thereof, to be damaged or missing, MTP must be notified within (10) calendar days from the date of receiving the product.

**Notification procedure of placement into service.** MTP must be notified of the date of vehicle acceptance so that the warranty start date can be documented. Notification shall be relayed from the Customer representative to MTP Quality Manager, at (318) 256-2454 or [sales@mtpdrivetrain.com](mailto:sales@mtpdrivetrain.com). The information that must be communicated is product/part number and serial number, and date of vehicle acceptance. If no notification is received, then the acceptance will be the day received.

**Warranty Determination:** MTP may honor the assessment of a Customer designated technical representative to make the determination of a warrantable condition if such an assessment is possible without specific investigation by an authorized MTP representative. Upon discovery of a potential warranty claim, the Customer technical representative shall notify MTP to start the warranty process and allow MTP the opportunity to have an MTP Field Technician present at the Customer site to validate the warranty claim. If the assessment determines that a failure or non-conformance condition, attributable to a materials or workmanship defect, is a warrantable condition; the discrepant item(s) may be returned at the request of MTP, at the cost of MTP, to an MTP designated location. Evidence of the warrantable condition will be provided by the Customer technical representative to the MTP Quality Manager in the form of a technical report documenting the non-conforming condition. Such conditions will be honored per the terms described herein and MTP will repair or replace the discrepant item(s) within the terms specified herein.

**Return procedure:** Customer must obtain an RMA from the MTP Management. This RMA must be displayed on any product returned for warranty consideration. No exchanges, refunds, or credits will be given at any time without first contacting MTP and obtaining the RMA. Customer must arrange shipping/handling of product to ensure further damage is not incurred. All returned product(s) must be complete, as removed from the vehicle/site. Units damaged from fire, water damage, visible signs of abuse, excessive rust, broken and/or missing parts, or that are not a match for product(s) purchased will not be deemed as acceptable for warranty. Product(s) deemed unacceptable will be returned freight collect to Customer if desired. Upon receipt of product(s), MTP may, at their discretion, replace or repair any returned product(s) with rebuilt, reconditioned, or new parts or repair the customer's product(s) to remedy any issues. MTP shall reimburse the shipping/freight cost to the customer, if requested for any item determined to be a valid warrantable condition. The repair or replacement of product(s) under warranty will not extend the original warranty period.

**Shipping Issues defects caused by transportation other than MTP owned transport:** On all warranty issues for in-house service or replacement parts or Product, the Customer is responsible for paying, in advance; the shipping and handling costs for the parts or Products to MTP before the parts or Products are shipped. The Customer is responsible for any taxes, goods and services taxes, custom fees or duties that may be due. On all orders for replacement parts or Product, which are not covered under Warranty, the Customer must prepay the cost of the replacement parts or Product before the replacement parts or Products are shipped. MTP will not reimburse you for any losses caused by fluctuations in foreign exchange rates occurring between the time a payment occurred, and monetary adjustments are made.

WARRANTY CONTACT:  
Quality Manager, PH: (318) 256-2083, [sales@mtpdrivetrain.com](mailto:sales@mtpdrivetrain.com)

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**All warranty claims will be handled on a case-by-case basis and any monetary adjustments will be handled on a case-by-case basis as well.**

**LIMITATIONS.** MTP Limited Warranty does not warrant or cover the following:

- a) Damage caused by failure of Customer to operate products IAW the prescribed operator manuals.
- b) Damage during shipment, unless MTP is the carrier used in the transportation process.
- c) Damage caused by a disaster such as fire, flood, wind, earthquake, or lightning;
- d) Damage caused by unauthorized attachments, alterations, or modifications;
- e) Damage caused by the use of the Product or Accessories for purposes other than those for which they are customarily used;
- f) Damage from improper installation, maintenance, or repair by the Customer;
- g) Damage caused by any other abuse, misuse, mishandling or misapplication;
- h) Consumable products;
- i) Accessories or other products or services of companies other than MTP;
- j) ANY product that shows signs of disassembly without the written authorization of MTP QA Mgr.

The preceding list is not all inclusive as to possible issues that could affect warranties.

**DISCLAIMER OF IMPLIED WARRANTIES.** Except for the MTP Limited Warranty (as specified in this document), there are no other warranties, express or implied, arising by operation of law otherwise. MTP disclaims the implied warranty of merchantability and the implied warranty of modification to all products shipped and/or sold by MTP.

**FORCE MAJEURE.** MTP will not be responsible for any failure to perform due to causes beyond its control, including, without limitation, fires, floods, earthquakes, explosions, accidents, acts of public enemy, wars, rebellions, insurrections, sabotage, epidemics, quarantine restrictions, labor disputes, labor shortages, transportation embargoes or failures or delays in transportation, acts of God, acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses), and judicial actions.

**DISPUTE RESOLUTION.** This agreement shall be construed and controlled by the laws of the State of Louisiana, without regard to conflict of laws principles. In the event the court determines that any provision of this warranty is unenforceable or invalid, the remaining terms shall be enforceable and valid. Any dispute or controversy arising out of or in connection with the subject matter of or relating to this Agreement or its interpretation will be settled exclusively and finally by MTP and the Customer.

**GENERAL PROVISIONS.** This Limited Warranty shall extend only to the original end buyer and shall not extend to any party beneficiary. You may not assign this Agreement without the prior written consent of MTP. If any provision of this Agreement is declared void, invalid, or illegal, the validity or legality of any other provisions and of the entire Agreement will not be affected thereby. The parties will negotiate in good faith to replace any such invalid or illegal provision with a valid and legal substitute provision that is as similar to the original as possible. No modification of this Agreement will be binding upon you or MTP, unless such modification is in writing and signed by a duly authorized representative of both parties.

**RELATIONSHIP OF THE PARTIES.** The relationship between MTP and the Customer under this Agreement is that of seller and buyer. Nothing contained herein will be deemed to create the relationship between the parties of employer and employee, franchiser and franchisee, principal and agent, partner or joint venture. Accordingly, you will not have any right or authority to create any obligation of any kind, express or implied, in the name of or on account of MTP or to name the buyer as an MTP distributor or reseller.

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**WARRANTY REGISTRATION**

Please fill in the following information for future reference should you need to contact MTP and submit a warranty claim. You may be required to provide a copy of your invoice if your warranty registration card is unavailable.

<b>Company Name (if applicable)</b>			
<b>Contact Name</b>			
<b>Street Address (do not provide P.O. Box)</b>			
<b>City/State/Country/Postal code</b>			
<b>Phone Number</b>	(1)	(2)	
<b>E-mail (if available)</b>			
<b>Product Name/Part Number</b>			
<b>Product Serial Number If applicable</b>			
<b>Reseller Name (if applicable)</b>			
<b>Received Date</b>		<b>Date Unit put into Service</b>	

Please send warranty registration to MTP Drivetrain Services, LLC using one of the following:

Mail: MTP Drivetrain Services  
 Attn: Warranty Registration  
 205 McDonald Drive  
 Many, Louisiana, USA 71449

Email: [sales@mtpdrivetrain.com](mailto:sales@mtpdrivetrain.com)