

MTP Drivetrain Services LLC

205 McDonald Drive

Many Louisiana 71449

**PLEASE READ THIS DOCUMENT CAREFULLY!
IT CONTAINS IMPORTANT INFORMATION
ABOUT YOUR.**

**LIMITED WARRANTY &
STANDARD TERMS AND CONDITIONS AGREEMENT**

NOTE TO THE CLIENT

THIS AGREEMENT CONTAINS THE WARRANTY AND TERMS AND CONDITIONS THAT APPLY TO YOUR PURCHASE OF MILITARY TRUCK PARTS INC. PRODUCTS AND SERVICES PROVIDED OTHERWISE (THE "PRODUCT") AND SERVICES FROM MTP OR ONE OF ITS AUTHORIZED RESELLERS ("RESELLER"). THE TERM PRODUCT CONSISTS OF SERVICES/REPAIR PARTS DESCRIBED IN YOUR PURCHASE RECEIPT OR INVOICE.

1. **DEFINITIONS.** The following words shall have the meaning described below:

A. **IN COUNTRY CLIENTS** are those Clients whose Product are shipped and used in the USA.

B. **INTERNATIONAL CLIENTS** are Clients whose Product is shipped to foreign countries/governments IAW the standard US export rules and regulations.

2. **INSPECTION OF PRODUCT UPON RECEIPT.** You must examine the Product and Accessories immediately upon delivery. If you find that any package is damaged or missing, you must immediately notify MTP. If you thereafter find the Product or Accessories, or any portion thereof, to be damaged or missing, you must notify MTP within (10) days from the date of delivery of the Product. If you fail to give such notice, you will be, subject to Section 4 below, be deemed to have waived any claim you may have had against MTP and/or the carrier in that respect.

3. **LIMITED WARRANTY.**

A. **MARKET CLIENTS.** MTP warrants to you, subject to the provisions of this Section 3, that the Product (excluding Accessories) will be free from defects in material and/or workmanship from the date of delivery for the period indicated on your receipt or invoice, or one (1) year, whichever is longer. For Accessories, please refer to the warranties that accompany those Accessories if a warranty on those items is provided.

During the warranty period, MTP will either, **AT ITS OPTION** and subject to Section 4 below: (1) correct any defects in material or workmanship, or any failure of the product to conform to specifications. Any replacement parts/products will be new or serviceably used, and are warranted for the remainder of the original warranty or thirty (30) days from the date of shipment of such parts/products, whichever is longer? **YOU ARE RESPONSIBLE FOR AND MUST PRE-PAY SHIPPING, HANDLING AND INSURANCE COSTS RELATING TO OBTAINING WARRANTY SERVICES OR RETURNING PRODUCTS AND ACCESSORIES FOR A REFUND.** You are responsible for any taxes, goods and services taxes, customs fees or duties that may be due relating to the shipment, even if MTP refuses to take delivery. Replacement parts or Products will be shipped after the non-functioning parts or Products have been returned to MTP, unless the parts or Products are secured with a credit card when you call for warranty service.

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. You should promptly notify MTP in writing if there is a defect in material or workmanship. Written notice in all events must be received by MTP before expiration of the warranty period.

THIS WARRANTY IS NOT TRANSFERABLE.

REMANUFACTURED PRODUCTS. Your Product and its internal components are new or equivalent to new in accordance with industry standards, unless you ordered a remanufactured Product as shown on your purchase receipt or invoice. Remanufactured Products are systems that contain components (or entire systems) that have been operated with internal parts being new.

B. INTERNATIONAL CLIENTS. If you are or become an International Client, your warranty is the limited warranty applicable, **WITH THE FOLLOWING EXCEPTIONS.** On all orders for in-house service or replacement parts or Product, you are responsible for paying in advance the shipping and handling costs for the parts or Products to and from MTP before the parts or Products are shipped, and you are responsible for any taxes, goods and services taxes, custom fees or duties that may be due, even if delivery is refused. Additionally, on all orders for replacement parts or Product, you must prepay the cost of the replacement parts or Product before the replacement parts or Product are shipped. When the non-functioning parts or Product are returned to MTP, MTP will refund the cost of the parts or Product. **NO SHIPPING COSTS ARE REFUNDABLE.** MTP will not reimburse you for any losses caused by fluctuations in foreign exchange rates occurring between the time a credit card is charged and refunded.

On-site service is available for International Clients on a case-by-case situation.

C. EXCLUSIONS. MTP LIMITED WARRANTY COVERS NORMAL USE. MTP DOES NOT WARRANT OR COVER:

1. Damage caused by failure to operate said products IAW the prescribed operator manuals.
2. Damage during shipment, other than original shipment to the client if MTP carrier is used;
3. Damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
4. Damage caused by a disaster such as fire, flood, wind, earthquake, or lightning;
5. Damage caused by unauthorized attachments, alterations, modifications or foreign objects;
6. Damage caused by Accessories;
7. Damage caused by the use of the Product or Accessories for purposes other than those for which they are customarily used;
8. Damage from improper installation or maintenance;
9. Damage caused by any other abuse, misuse, mishandling or misapplication;

10. Consumable products;
11. Accessories or other products or services of companies other than MTP;
12. Damage caused by poor fuel and or oil products;
13. Damage resulting from your failure to operate properly;

4. **TECHNICAL SUPPORT.** MTP provides a range of basic technical support options for the Product via a variety of methods, telephone/e-mail etc. Additional phone charges may apply if you are calling from a mobile phone, a public phone or from outside the USA. Using one of these methods, MTP will help you trouble shoot your problem on your Product and restore it to the original factory configuration at no additional charge from the date of shipment for the period indicated on your MTP purchase receipt or invoice or one (1) year, whichever is longer. MTP will inform you before it provides you with technical support for which a fee will be charged. MTP may change the means through which it provides technical support at any time. Some current support methods are listed below. It is likely that many of your questions will be answered by the documentation shipped with, and information provided with your product.
5. **PRODUCT MANUALS.** A number of manuals and other publications accompanied your Product and Accessories. We recommend that you carefully review this material for proper operation of your product.

Web/e-mail page: rrodgers@mtpdrivetrain.com

- i. **ON-LINE SERVICE.** None provided as of this date.
- ii.
- iii. **CONTACT NUMBERS.** 318 256-2639 800-362-8783 **TECHNICAL SUPPORT: 1 800 362-8783.**

6. OBTAINING WARRANTY SERVICE. To obtain service under this limited warranty, you must contact MTP Technical Support. You may contact MTP Technical Support via a variety of ways, telephone/mail/e-mail, for methods to diagnose product issues. MTP will provide technical diagnosis by one of these methods for no additional charge from the date of shipment for the period indicated on your MTP purchase receipt or invoice or one (1) year, whichever is longer. After that period has expired, MTP may charge you a fee to diagnose product issues. If MTP determines that your Product or one of its parts is defective, MTP may authorize the replacement of a part or the Product. If on-site service is available for your Product or issue as described in Section 7, the technician may utilize these means to resolve your issue. You may be asked to take your Product to a MTP alternative service center to obtain warranty service. **PLEASE NOTE, ON-SITE SERVICE AND PRODUCT/PART REPLACEMENT ARE AT MTP SOLE DISCRETION AND ARE CONSIDERED OPTIONS OF LAST RESORT.** MTP Technical Support personnel will work to resolve issues professionally and quickly; however, you must reasonably assist MTP in providing technical support services. Procedures for handling parts and replacements are outlined below. **PLEASE NOTE THAT MTP WILL BE RESPONSIBLE FOR SHIPPING COSTS RELATED TO REPLACEMENT PARTS AND PRODUCTS TO YOU, BUT YOU ARE RESPONSIBLE FOR SHIPPING COSTS OF PARTS OR PRODUCT TO MTP FOR SERVICE.** Procedures for handling on-site warranty service are outlined in Section 7. Warranty service may be denied or limited if your account is not in good standing, including outstanding debt for replacement parts not returned to MTP.

Whether you are obtaining replacement parts, having repairs performed, or returning the entire Product and Accessories for a replacement, the following procedures must be followed. **FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS SECTION MAY RESULT IN DELAYS IN THE REPLACEMENT OF PARTS, REPAIR, OR REPLACEMENT OF YOUR PRODUCT, OR MAY RESULT IN ADDITIONAL CHARGES TO YOUR ACCOUNT. MTP RESERVES THE RIGHT TO REFUSE TO ACCEPT PRODUCTS WHERE THESE PROCEDURES ARE NOT FOLLOWED.**

- Replacement part(s) or Products will be shipped after the non-functioning parts or Product have been returned to MTP, unless the parts or Product are secured (or for International Clients paid for) with a credit card/LC at the time of the call. The technician who authorizes the return of the parts or Product may require you to pay the cost of shipping the replacement part(s) or Product to you and the cost of returning the defective part(s) or Product to MTP. You are financially responsible for the defective part(s) or Product. **YOU MUST RETURN THE DEFECTIVE PART (S) OR PRODUCT UNLESS AUTHORIZED IN WRITING BY MTP TO RETAIN OR DISPOSE OF THE PART(S) OR PRODUCT. IF YOU FAIL TO RETURN THE DEFECTIVE PART(S) OR PRODUCT WITHIN FOURTEEN (14) DAYS FROM THE DATE THE REPLACEMENT PARTS OR PRODUCT ARE SHIPPED TO YOU, YOU WILL BE RESPONSIBLE FOR THE ORIGINAL SALES VALUE OF THE REPLACEMENT PART(S) OR PRODUCT.**
- If your technician decides that MTP will repair part(s) or Product, he or she will provide you with instructions about how to return the part(s) or Product to MTP for repair. Include a brief summary of the problem, your Client ID number, Product serial number, and order number. List the name and telephone number of the person MTP is to contact with any questions regarding the system and/or repair. MTP will repair your Product as quickly as is reasonably possible.
- Return any Product or Accessories in the original packing materials, or if these are not available, other suitable packing materials to prevent further damage. The technician who authorizes the return of the parts or Product will issue a Returns Merchandise Authorization (RMA) number. Write the RMA number in large, clear characters on the outside of each box you ship. **FAILURE TO INCLUDE THE RMA NUMBER MAY RESULT IN DELAYS.**
- **FOR YOUR PROTECTION, INSURE THE SHIPMENT TO MTP FOR FULL REPLACEMENT VALUE. YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT OR ACCESSORIES, WHICH OCCURS DURING SHIPMENT TO MTP.**
- Clients returning parts or Product from outside the USA must include a shipping invoice stating that the goods have no dutiable value and are being returned for repair only. If you do not complete and return the shipping invoice of the Product, you will be charged for any duties that apply.
- A return address will be provided when you receive your RMA Number and may not necessarily be the place of purchase.

7. STANDARD ON-SITE SERVICE. If you are a in Country USA Client, you are entitled to receive the following standard on-site service for the Products from the date of delivery for the period indicated on your MTP purchase receipt or invoice or one (2) years, whichever is longer. **THERE IS NO ON-SITE SERVICE FOR CERTAIN OVERSEAS AREAS..**

A. MTP will install replacement parts in your Product as necessary to correct defects covered under the limited warranty applicable to the Product.

B. On-site service is only available for your location if it is within a 40 mile traveling distance from a major airport or bus depot. The services are available during reasonable business hours. **PLEASE CONSULT YOUR PRODUCT SALES REPRESENTATIVE OR MTP TECHNICAL SUPPORT TO DETERMINE WHETHER THE ON-SITE SERVICE IS AVAILABLE AT YOUR LOCATION AND THE HOURS OF AVAILABILITY. MTP RESERVES THE RIGHT TO REFUSE OR CANCEL SERVICE TO A CLIENT IF MTP DETERMINES THAT YOU HAVE FAILED TO COMPLY WITH ANY OF YOUR RESPONSIBILITIES DESCRIBED IN SECTION 7D BELOW.**

C. While MTP will use reasonable efforts to have on-site service visits take place on the business day scheduled, MTP will not be liable to you if this does not occur but will arrange a service visit for an alternative day. It is not possible for MTP to commit to a specific time of day for an on-site service visit. Please check the identification of the on-site engineer before allowing access to your location.

D. For all on-site services described in this Agreement, you are responsible for the following obligations. You acknowledge and agree that MTP provision of on-site services is contingent on your full satisfaction of these obligations. Your responsibilities include:

1. Ensuring that the technician is not exposed to unsafe, unhealthy, abusive, violent or illegal activities, environment or conduct;
2. Ensuring that the Product to be installed or serviced is present at the actual service or installation location;
3. Providing the MTP technician with full access to the location where the installation or on-site service will be performed;
4. Ensuring the installation or service area is free to do required repairs.
5. Providing a suitable installation and operating location for the Product, which location, at a minimum, is designed to (a) support the size and weight of the Product; (b) provide sufficient space, fuel/electrical power, and, if applicable, (c) contain the appropriate number and types of electrical outlets, analog phone jacks, and, if applicable, network cables, within reach of the Product, and (d) avoid the possibility of damage caused by impact with other objects, falls, spilled liquids or immersion in liquids, or misuse;
6. Ensuring that the Product to be serviced or installed is located in a environment that poses no potential health or safety hazard to the MTP technician;
7. Oil samples may be required to determine if fault was on the clients part and not workmanship of the end product.
8. Removing any third-party, non-MTP products prior to the arrival of the MTP technician;
9. Providing the MTP technician with operating system operator or crew for normal operation;
10. Correctly packaging and returning non-functioning parts, Products or Accessories to MTP;
11. **HAVING A REPRESENTATIVE 18 YEARS OF AGE OR OLDER PRESENT WHEN THE MTP IS PROVIDING ON-SITE SERVICE;**
12. Any other obligations reasonably required by MTP Technical Support or the MTP technician in order to provide the services pursuant to this Agreement.

8. **OPTIONAL WARRANTY AND SERVICE UPGRADES.** None available at this time

B. Contact MTP Client Relations with your Invoice number, product serial number, and order number. We will provide you with a Returns Merchandise Authorization ("RMA") number, authorize the return of your Product and/or Accessories, and provide other instructions and requirements. **YOUR REFUND MAY BE DELAYED IF YOU DO NOT FOLLOW THE PROCEDURES SET OUT IN THIS SECTION OR OTHER INSTRUCTIONS PROVIDED BY MTP.**

C. Ship the Product and/or Accessories to the address advised by MTP. Write the RMA number in large, clear characters on the outside of each box you ship. A copy of your invoice establishing proof of purchase must accompany the returned Product. **YOU ARE RESPONSIBLE FOR THE PRODUCT AND ACCESSORIES UNTIL MTP RECEIVES THEM, AND YOU ARE RESPONSIBLE FOR ALL SHIPPING, HANDLING, AND INSURANCE CHARGES. ANY OF THESE CHARGES PAID BY MTP WILL BE DEDUCTED FROM YOUR REFUND.**

D. The returned Product and Accessories must be in the same condition as you received them. All software must be returned with the Product and Accessories to obtain a refund for the Product and Accessories.

E. If you are expecting a refund, please allow a reasonable period of time for the Product and/or Accessories to arrive at MTP. MTP will inspect the Product and/or Accessories and, after they are accepted, process your refund. MTP will notify you if your Product and/or Accessories are not accepted.

F. Clients returning the Product from outside the Core Market Countries must include a shipping invoice stating that the goods have no dutiable value and are being returned for refund only.

G. When the Product is returned in accordance with these terms and conditions, we will process your refund. Refunds for purchases made with a credit card will be paid by issuing a credit on your card. Refunds for any other type of purchase will be made by a MTP company check.

H. THE LIMITED MONEY BACK GUARANTEE IS NOT A WARRANTY. MTP MAY CHANGE OR CANCEL IT AT ANY TIME BEFORE ACCEPTING YOUR ORDER.

9. **PRICES; TAXES.** The price of the Product is stated on the purchase receipt or invoice for the Product. Prices and configurations are subject to change without notice or obligation prior to MTP's acceptance of your order. Unless expressly indicated otherwise, the prices stated include shipping and handling charges and goods and services taxes but do not include any other existing or future taxes, tariffs, fees, duties, or levies applicable to the sale of the Product. If any such additional amounts (but excluding taxes on MTP's income) are required to be withheld, collected or paid, then MTP will be entitled to add them to the price payable by you. Unless expressly indicated otherwise, prices also do not include shipping costs, insurance or other expenses that are expressed to be your responsibility under this Agreement.

10. **TERMS OF PAYMENT.** The form of payment to MTP will be (a) in immediately available funds, (b) by an irrevocable letter of credit (including an irrevocable revolving letter of credit) issued or confirmed by a bank approved by MTP and under terms and conditions acceptable to MTP or (c) on other payment terms acceptable to MTP. Letters of credit will permit transshipment, partial shipments and partial payment. All collection costs will be borne by you. Until payment has been received by MTP, or satisfactory payment terms agreed to by MTP, your order will not be scheduled for production or shipment, and your delay in arranging payment or payment terms will delay the shipment date.

11. **INTEREST.** If you do not pay amounts owed on a timely basis, MTP reserves the right to charge you interest on overdue amounts at such rates as MTP may fix from time to time, in accordance with applicable law.

12. **SHIPMENT.** Unless expressly agreed otherwise, MTP will ship the Product and Accessories pursuant to the following terms:

- A. MTP will use its preferred carrier who will deliver the Product to the address you designate;
- B. Shipping charges will be specified on the purchase receipt or invoice for the Product;
- C. MTP will arrange insurance and bear the risk of loss of the Product during shipment; and
- D. MTP will use reasonable efforts to ship the Product within forty-five (45) days of the later of MTP's acceptance of your order or your compliance with payment arrangements under Section 11 above, unless otherwise agreed. All ship dates are approximate and MTP will not be liable to you for failure to ship within the specified time period. MTP will use reasonable efforts to have the Product arrive at the address you designate on an agreed date, although MTP will not be liable to you if this does not occur.

If you elect to use a carrier of your choice, then MTP will notify you (or your carrier) of the date when the Product will be available for collection at MTP's factory or warehouse, and you will have fourteen (14)

days from such date to take possession and custody of the Product. In such case, you will be solely responsible for securing and paying for shipping and insurance and for the risk of loss after MTP has delivered the Product to you or your carrier.

13. **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, inability to secure raw materials or machinery for the manufacture of its products, acts of God, acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses), and judicial actions.

14. **GOVERNING LAW.** This Agreement will be governed by the laws of USA and other NATO countries.

15. **DISPUTE RESOLUTION.** 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 client.

16. **GENERAL PROVISIONS.** 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.

17. **RELATIONSHIP OF THE PARTIES.** The relationship between MTP and you 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 the account of MTP or to hold yourself out as a MTP distributor or reseller.

WARRANTY REGISTRATION

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

Company Name (if applicable)	
Contact Name	
Address (do not provide P.O. Box address)	
State:	
Post code:	
Country	
Phone Number	(1) (2)
E-mail Address (if applicable)	
Product Serial Number	
Reseller Name	
Purchase Date	