

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, outside the United States. The Icom System must be installed and serviced by an Icom authorized installation center for this warranty to be valid.

2. LENGTH OF WARRANTY Icom propane systems for gasoline vehicles (bifuel or monofuel) the length of warranty shall be for a period of 3 years or 36,000 miles, whichever comes first, from the date the System was installed with the exception of the following:

- (i) 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.
- (ii) For all vehicles 2 years or older, or with 70,000 or more miles, when the System was installed, the length of the warranty shall be 18 months or 50,000 miles, whichever occurs first, from the date the System was installed.
- (iii) For all other vehicles not referenced in 2(i), (ii), the length of the warranty shall be a period of 2 years from the date the System was installed.

3. LENGTH OF WARRANTY Specifically for the Icom Dynamic Dual Fuel Systems: CNG – RNG – LNG / DIESEL or PROPANE DIESEL, 2 years or 50,000 miles whichever comes first, from the date the system is installed.

4. LENGTH OF WARRANTY FOR PARTS: Icom will warranty replacement parts for a duration of 12 months from original purchase.

5. 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”.

6. 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 supplied parts, accessories or components, transfer of System or component(s) from one vehicle to another, contamination, poor fuel quality, the use of LPG/CNG, that is not HD5 grade or its equivalent, LPG/CNG Dispenser or LPG/CNG 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. Each hour of idling time is considered equal to 12 miles. Existing engine, related components, as well as anything not noted in number 5 above WHAT IS COVERED.

7. EXCLUSIONS

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

8. 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. Icom has absolutely no responsibility for any component(s) not provided by Icom on the Icom system and the effects this (these) component(s) have on the system and/or vehicle.

9. MAINTENANCE, RECORDS, AND SERVICE SUPPORT

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.

If technical support is needed please contact ICOMs office or support line listed on our website before performing any work to the ICOM system.

10. 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 an 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).

11. 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.

12. GOVERNING LAW AND WAIVER OF JURY TRIAL

This warranty shall be governed, interpreted and construed in accordance with the laws of the State of Michigan, 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 Michigan State Supreme Court, Michigan County and/or the United States District Court for the Eastern District of Michigan for any dispute arising out of this warranty. Each party hereto waives its right to a jury trial.

13. 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.

14. 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.

15. CONTACT INFORMATION

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