

Radiator Warranty

New complete Automotive & Light Truck Radiators (Radiators) supplied by Spectra Premium Industries, shall carry the Limited Two Year Warranty as described herein (Warranty) as of April 1, 2002. Certain specific products, other than Radiators, also supplied by Spectra Premium shall also benefit from the Warranty but subject to the terms and conditions applicable there to as set-out herein.

1. Limited Two Year Warranty

1.1. Spectra Premium warrants all of its new complete Automotive & Light Truck Radiators supplied by it to be free from defects in material and workmanship for a period of Two years from the date of installation, as long as the original purchaser of the Radiator owns the vehicle in which the radiator was installed, the sole liability of Spectra Premium, under this Warranty is to replace any such Radiator following its return to Spectra Premium, or Spectra Premium's authorized representative, together with the original bill of sale for the Radiator and proof of professional installation thereof.

1.2. This Warranty covers only those parts supplied by Spectra Premium, and identified as such and shall not be the basis for recovery by the Purchaser for any expenses for labour or materials. This Warranty is for the benefit of only the original Purchaser of a Radiator.

1.3. This Warranty does not apply to products which have been:

1.3.1. Altered by any party other than Spectra Premium so as to, in the view of Spectra Premium, negatively affect the performance or function of the product;

1.3.2. Subject to misuse, abuse, negligence or operating conditions other than those for which such equipment was designed and intended;

1.3.3. Improperly installed;

1.3.4. Deemed by Spectra Premium defective as a result of the physical or chemical effects of water, steam or other liquids, gases or agents found in the system;

1.3.5. Deemed defective as result of external corrosion;

1.3.6. Returned to Spectra Premium without a copy of the Purchaser's original bill of sale and proof of professional installation;

1.3.7. Manufactured by an entity other than Spectra Premium.

2. No replacement for damage caused by overheating engine

Spectra Premium will not be liable for damage caused by an overheating engine. Warning lights and/or gauges are provided in vehicles in order to warn operators of overheating conditions long before engine damage occurs. Spectra Premium will not be liable for damage due to operator negligence, the malfunctioning of any such warning device, or for failure of an operator of a vehicle to heed the warning of such a device.

3. Replacement of Radiator

Replacement of the Radiator supplied by Spectra Premium shall be the only remedy available to a Purchaser under this Warranty. Spectra Premium shall not be liable for any consequential or

incidental damages of any kind resulting from use of these or other products. Such consequential or incidental damages include reimbursement of the original purchase price, loss of the use of the vehicle, towing charges, rental of a replacement vehicle or any other special incidental or consequential damages.

4. Warranty for Original Purchaser Only

This limited Warranty is extended and enforceable only by the first retail Purchaser of a Radiator and is in lieu of all other warranties expressed or implied, including warranties implied by law.

This Warranty is not transferable and is immediately voided in the event that the vehicle in which the Radiator has been installed is sold, leased or otherwise transferred to an owner, other than the original Purchaser of the Radiator.

5. Execution

In order to obtain execution pursuant to this Warranty, a Purchaser is required to (i) deliver the Radiator to the original place of purchase thereof, together with the (ii) original bill of purchase for the Radiator and (iii) proof of professional installation thereof. In the event that upon a Purchaser exercising their rights under this Warranty, the Radiator being returned by the Purchaser is no longer being supplied by Spectra Premium as of the date of receipt of the Radiator by Spectra Premium, this Warranty shall be void and of no effect.