



**SUNSET DIESEL SERVICES LTD.
WARRANTY POLICY**

1. WARRANTY COVERAGE

- 1.1 Subject to the exceptions, exclusions, and limitations set out herein, Sunset Diesel Services Ltd. ("**Sunset**") will warranty parts manufactured and remanufactured by Sunset (each one being a "**Part**") to be free from factory defects in the material, workmanship, and installation of such Part under normal use and service, when operated in accordance with Sunset's factory instructions, manuals, or any other user guidelines provided by Sunset in respect of the applicable Part up to the earliest of:
- (a) One (1) Year from the date of installation of the Part into the Customer's vehicle as recorded on the installation work order;
 - (b) One (1) Year from the date of purchase of the Part as recorded on the Customer's invoice;
 - (c) 160,000 kilometers from the kilometers recorded on the installation work order; or
 - (d) 3,000 hours of operation time from the time recorded on the Customer's engine at the date of installation, (the earliest of the above being, the "**Coverage Period**").
- 1.2 This Warranty Policy is non-transferrable and only the original purchaser of the Part (the "**Customer**") shall be entitled to coverage under this Warranty Policy.
- 1.3 Sunset's obligations under this Warranty Policy are limited to the repairing of or supplying of new or used, remanufactured, or replacement parts necessary to correct a defective Part which defect arose due to deficiencies in Sunset's factory materials or provided materials, workmanship, or installation process. If it is determined that a defect in the material, workmanship, or installation of the Part is found during the Coverage Period, Sunset will provide the Customer, at Sunset's sole discretion, new, remanufactured, or replacement parts, and the labour required to repair the defect where such labour costs have been approved by Sunset in advance, in writing.
- 1.4 Sunset shall not cover, nor shall Sunset be responsible for, any costs incurred in connection with repairs made to any Part outside of the Coverage Period or where the Warranty Claim Procedure (as set out in Section 3 herein) has not been followed. This Warranty Policy does not include or cover costs for the labour required to remove or replace a Part or any costs associated with shipping of any kind.
- 1.5 If a Part is not warrantable by Sunset, as determined by Sunset, this Warranty Policy will not apply. Sunset may, in its sole discretion, agree to bring a non-warrantable Part or Supplier Part, as defined herein, to a saleable condition at the Customer's request but any and all costs incurred to bring the Part to a saleable condition, including but not limited to, part removal, reconstruction charges and shipping, will be the full and sole responsibility of the Customer. Any Part brought to a saleable condition by Sunset will be provided coverage under this Warranty Policy, subject to the terms and conditions hereof.
- 1.6 If a Customer seeks to have repairs performed on a Part by a pre-approved supplier or pre-approved Sunset authorized repair facility ("**Authorized Facility**"), written consent must be obtained by Sunset in advance of any work being performed for this Warranty Policy to apply. Sunset's consent must be obtained in advance with respect of the parts to be used, the amount and type of labour, and the Authorized Facility. If the Customer fails to obtain Sunset's prior consent, any and all repairs to the Part will be denied coverage under this Warranty Policy.

- 1.7 If a Customer seeks to have repairs performed on a vehicle and/or engine which is found to have any modifications made to its engine, electronic control module (ECM), or any other electronic component that deviates from its factory state or settings (a “**Modified Vehicle**”), Sunset may, in its sole discretion, agree to provide repair services on the Modified Vehicle but Sunset will not be held responsible for any failures of the repairs in the Modified Vehicle. **SUNSET WILL NOT PROVIDE FULL WARRANTY COVERAGE FOR ANY REPAIRS PERFORMED ON A MODIFIED VEHICLE.**
- 1.8 If a Customer seeks to have Sunset install a Part or Supplier Part, as defined in Section 2.1, into a Modified Vehicle or to perform repairs on a Part or Supplier Part installed in Modified Vehicle, whether the Part or Supplier Part was originally installed by Sunset or not, Sunset may, in its sole discretion, agree to provide repair services on the Part or Supplier Part but will not be held responsible for any failures of the repairs to the Part or Supplier Part in the Modified Vehicle. **SUNSET WILL NOT PROVIDE FULL WARRANTY COVERAGE FOR ANY PARTS OR SUPPLIER PARTS INSTALLED IN A MODIFIED VEHICLE OR FOR REPAIRS PERFORMED ON ANY PARTS OR SUPPLIER PARTS IN A MODIFIED VEHICLE.**
- 1.9 Sunset may agree, in its sole discretion, to provide a limited warranty on any repairs performed on a Modified Vehicle or a Part in Modified Vehicle. The extent of the coverage of the limited warranty will be determined on a case by case basis and only at the time of the inspection of the Modified Vehicle. The limited warranty may include a portion of the costs of workmanship to perform the repairs on the Modified Vehicle or the Part where it is determined by Sunset that **the workmanship of Sunset is the direct cause of the failure** of the Part. The limited warranty will not include the cost of the Part or any other parts which may have also failed. The limited warranty is not guaranteed and it is in Sunset’s sole discretion to determine the warranty coverage to be provided, if any, at the time of the inspection of the Modified Vehicle.
- 1.10 For clarity, if Sunset does not agree to provide a limited warranty to the Customer under Section 1.9, the Customer will be denied coverage under this Warranty Policy for any repairs performed on, and Parts or Supplier Parts installed in or repaired in, a Modified Vehicle.
- 1.11 If the Customer disputes that the limited warranty should apply to a Part or service on their Modified Vehicle, the Customer will be responsible for providing Sunset with a report from the engine’s manufacturer or a reputable, third-party, independent inspector which conclusively identifies that the failure of the Part was a direct result of the work performed by Sunset and is not a result of any modifications to the Modified Vehicle. Sunset will take the report into consideration in making a final determination on whether a limited warranty will apply.
- 1.12 Notwithstanding the Customer obtaining Sunset's consent to have repair work performed by a supplier or Authorized Facility, Sunset reserves the right to have any and all warrantable Parts returned to Sunset, which may include the complete engine or a unit in which a Part was installed, to perform all necessary repairs. Sunset also reserves the right to send replacement parts to a supplier or Authorized Facility in order to complete the necessary repairs on the warrantable Part.

2. NO WARRANTY COVERAGE

- 2.1 Any part that is not manufactured or remanufactured by Sunset is a "**Supplier Part**" and shall be subject only to the warranty policy of the respective supplier for that part. This Warranty Policy does not apply to or cover Supplier Parts.
- 2.2 If a Supplier Part is not warrantable by a supplier, Sunset may, in its sole discretion, agree to bring the non-warrantable Supplier Part to a saleable condition at the Customer's request. Any and all costs incurred to bring the Supplier Part to a saleable condition, including but not limited to, part removal, reconstruction charges, and shipping, will be the sole responsibility of the Customer.
- 2.3 Where a Part contains components where progressive degradation is expected during the use or operation of the Part, including, without limitation, seals, bearings, fluid, hoses, coatings, rigging, and other parts, components, or items of a like nature or kind ("**Consumables**"), the Warranty Policy specifically excludes coverage for all

Consumables, and Sunset does not warrant or represent the useful life of any Consumables.

- 2.4 The Customer is solely responsible for any and all incidental, consequential, and progressive damage.
- (a) Incidental and consequential damages include, but are not limited to, the costs or expenses associated with towing a vehicle, communications, out of pocket expenses for substitute transportation, lodging, or meals, lost profits or earnings, downtime expenses, and any other related or similar costs that a Customer may incur as a result of a warrantable failure of a Part.
 - (b) Progressive damage includes, but is not limited to, damage to the Part that occurs as a result of the continued use of the Customer's engine once the Customer becomes aware of an issue or defect in the Customer's engine.
- 2.5 Sunset reserves the right to deny Warranty coverage, in full or in part, if Sunset determines that, in its sole discretion, the damage to or deterioration of the Part is caused by unauthorized or improper use, operation, transportation, maintenance, operator abuse, neglect, improper installation, or where the Customer has failed to make necessary ongoing repairs or adjustments, or failed to obtain Sunset's prior consent to have repairs and/or adjustments performed at an Authorized Facility. Upon Sunset's final determination, those affected Parts will no longer be warrantable under this Warranty Policy.
- 2.6 Where a Part is determined to have failed as a direct result of the failure of a Supplier Part or any of the causes outlined in Subsection 2.5 above, Sunset will not be responsible for the failure of the Part and the Part will not be warrantable under this Warranty Policy.

3. LIMITATIONS AND DISCLAIMER

- 3.1 The above warranties and remedies are exclusive and shall not be deemed to have failed of its or their essential purpose so long as Sunset or another party authorized by Sunset is willing and able to repair or replace, in Sunset's sole discretion, the warrantable Part in question within a reasonable time after the Customer establishes that a valid Claim, as defined herein, exists in accordance with this Warranty Policy.
- 3.2 This Warranty Policy contains the sole and exclusive warranty and remedy for the Customer with respect to any Part and no person is authorized to give any further representation or warranty or assume any further obligation on behalf of Sunset with respect to any Part. There are no other warranties, expressed or implied, and Sunset hereby expressly waives and disclaims any obligations to the full extent permitted by applicable law including any special, indirect, incidental or consequential damages, including liability for indirect or direct loss or damages, any obligations for any type of economic loss, including but not limited to loss of use, loss of revenue, loss of profit, downtime, overtime, shipping and handling, and injury to property or person (including death), and any implied warranty or condition of quality, merchantability or fitness for a particular purpose, and such implied warranties, if any, are limited in duration to the Coverage Period.

4. WARRANTY CLAIM PROCEDURE

- 4.1 Any and all warranty claims under the Warranty Policy are subject to Sunset's prior approval (each a "**Claim**"). The Customer must follow the following process (the "**Warranty Claim Procedure**") in respect of each and every warranty claim under the Warranty Policy:
- a) Prior to the commencement of any work on a Part to be covered by the Warranty Policy, the Customer must first give notice in writing to Sunset of the Claim within ten (10) days of becoming aware of such Claim and be within the Coverage Period. The failure of the Customer to give written notice of a Claim within the aforementioned ten (10) days within the Coverage Period shall be a complete bar to such Claim under the Warranty Policy.
 - b) At the time the Claim is made, the following information MUST be provided to Sunset on a completed

Warranty Request Form:

- i. The date of the installation of the Part, the name of the service facility that performed the installation, and documentation from the service facility pertaining to the installation;
- ii. The engine serial number;
- iii. The engine miles, kilometers, and/or hours of operation since the Part was installed, supported by verifiable documentation from a licensed heavy equipment technician;
- iv. The name and any corresponding serial number of the Parts installed;
- v. Computer printouts of any codes including expanded codes where available produced by the engine software;
- vi. Computer printouts of abuse or critical event records produced by the engine software;
- vii. Sufficient particulars of the Claim which will including pictures of the damage to the Part and details about the failure of the Part; and
- viii. Records of the proper installation, operation, and maintenance of the Part and/or engine in which the Part is installed, and any corresponding parts and/or accessories which interact with the Part. The records must indicate that the installation, operation, and maintenance of the Part was done in accordance with OEM engine manufacturer's instructions, manuals, or other user guidelines and performed by a licensed heavy equipment technician with an Alberta ticket or interprovincial ticket.

Failure to provide Sunset with all required information and documentation as outlined in section 4.1(b) above, or any other documentation reasonably requested by Sunset, within the five (5) days of the Customer providing notice of the Claim, may result in delays in Sunset approving the Claim and may result in Sunset denying coverage under this Warranty Policy.

- c) Upon notification of a Claim from the Customer and receipt of the Warranty Request Form and all required documentation, Sunset shall review the Claim to determine if the Claim is covered by the Warranty Policy. If necessary, Sunset may require further diagnoses and inspections of the Part to confirm that the Claim will be covered under the Warranty Policy. Where applicable, the Customer shall, within a reasonable time, make the Part available to Sunset to complete all necessary diagnoses and inspections to confirm that the Claim is covered under the Warranty Policy.

PARTS MUST NOT BE CLEANED, ALTERED, OR DISASSEMBLED IN ANY WAY IN ADVANCE OF SUNSET APPROVING THE CLAIM. IF THE CUSTOMER IN ANY WAY CLEANS, ALTERS, OR DISASSEMBLES THE PART OR ENGINE IN WHICH THE PART HAS BEEN INSTALLED IN ADVANCE OF SUNSET APPROVING THE CLAIM, ANY CLAIM UNDER THIS WARRANTY POLICY WILL BE REJECTED. ANY ALTERATIONS TO THE CONDITION OF A PART ONCE IT HAS BEEN REMOVED FROM AN ENGINE WILL RESULT IN A REJECTED CLAIM.

- d) Upon Sunset confirming that the Claim will be covered by the Warranty Policy, the Customer must, within a five (5) days, make the warrantable Part available to Sunset or an Authorized Facility to complete all necessary repairs.
- e) Sunset reserves the right to be the first to repair a Part and provide replacement part(s) under an approved Claim. If Sunset is denied the right to be the first to repair a Part or provide replacement part(s), the Claim may subsequently be denied.
- f) Where the repairs will be completed by an Authorized Facility, the Customer must, before causing any

repairs to be made to the Part(s), provide Sunset with a complete summary and total cost estimate of the required repairs to be completed by the Authorized Facility, which summary shall include such approval forms and other digital documentation as may be required by Sunset, in its sole discretion (collectively, the "**Warranty Claim Estimate**") for Sunset's prior written approval. Upon Sunset granting their prior written approval of the Warranty Claim Estimate, the Customer shall cause all required repairs to be completed in accordance with the costs and estimates as set out and approved in the applicable Warranty Claim Estimate. Any amendments to a Warranty Claim Estimate shall be subject to Sunset's prior written approval.

- 4.2 Sunset shall not be responsible for any Claims or costs associated with any repairs made to any Part without Sunset's prior written authorization. Notwithstanding the foregoing, Sunset may, in its sole and absolute discretion, review any such after the fact warranty requests on a case-by-case basis.
- 4.3 Sunset reserves the right to charge the Customer for costs associated with investigating complaints which are found to be caused by problems not associated with a defect in Sunset's material, workmanship or installation of the Part.
- 4.4 Where a Customer has an outstanding account balance with Sunset, Sunset will not review or approve a Claim for any Part or Supplier Part by that Customer. Once the Customer's account balance is current, Sunset will review the Claim and begin the Warranty Claim Procedure. If the Coverage Period expires before a Customer is able to pay outstanding account balances, the Part will no longer be warrantable under this Warranty Policy.
- 4.5 This Warranty Policy constitutes the entire agreement between Sunset and the Customer, and there are not and will not be any verbal statements, representations, warranties, undertakings or agreements between Sunset and the Customer save those which are contained in this Warranty Policy.
- 4.6 No amendment or variation of the terms, conditions, and representations set forth in this Warranty Policy will be of any force and effect unless the same is reduced to writing duly executed by Sunset and the Customer.