

HORTON, INC
DM ADVANTAGE AND RCV 250 OEM
WARRANTY STATEMENT

1. INTRODUCTION

This document describes the warranty policy of Horton, Inc. ("Horton") regarding its DM Advantage™ and RCV 250 Fully Variable Fan Drives (the "Product") when sold to original equipment manufacturers (OEM) for installation on new vehicles.

2. LIMITED WARRANTY

Subject to the terms of this agreement, Horton warrants to the original purchaser of the vehicle (the "customer") that the Products will be free from defects in material and workmanship until the earliest to occur of:

- A. 36 months from the In-Service Date (as defined below); or
- B. 350,000 miles

The "In-Service Date" is that date shown as the in-service date on the vehicle certification label.

This warranty is the entire warranty made by Horton for the product. NO OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY, ARE GIVEN, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3. CONDITIONS

The warranty described in this agreement is provided ONLY:

- A. To Product that has been installed as original equipment by an OEM on new vehicles that are purchased by customers.
- B. If the Product has been installed, used, and maintained in accordance with the installation and maintenance manual for the Product;
- C. The vehicle is a Heavy Duty class 8 Over-the-Road/Line Haul truck operating in the U.S. or Canada.
- D. The vehicle is not utilized in any Off Highway Vocational, Specialty, or Severe Service applications.
- E. If the alleged defect is not attributable to normal wear and tear, including but not limited to, friction wear material on the fan drive or components in the air cartridge unless the alleged defect is found to be due to defects in material or workmanship at Horton's sole discretion;
- F. If the vehicle or engine operating parameters have not been altered from original factory conditions or settings;
- G. If the Product has been used in accordance with Fitness for Use Specifications contained on the applicable Horton drawing for the Product;
- H. If the claimant has complied with the warranty claim procedures set out in Paragraph 6 below; and
- I. If the repair work is performed at an authorized Horton distributor or dealer or at a repair facility designated by Horton.

4. EXCLUSIVE REMEDY

The sole and exclusive remedy for a breach of this warranty shall be:

- A. Horton will replace the defective Product with, at its discretion, a new Product or remanufactured version of the Product, or will provide the appropriate repair kit, or reimburse the customer by check or credit, all at Horton's sole election;
- B. Horton warranty repairs must be limited to the affected components in the clutch assembly. Horton will only authorize warranty repairs utilizing the specific repair kit(s) necessary. If one or both of the casting components (sheave, journal bracket) has been damaged and cannot be used, Horton authorizes the use of a Remanufactured clutch assembly. In these circumstances, if Horton does not offer a Remanufactured clutch for the application, then and only then, Horton authorizes the use of a new clutch assembly to complete the warranty repair.
- C. Horton will pay freight charges on Products returned to Horton via Horton approved carrier accounts.

5. LIMITATION OF DAMAGES

IN NO EVENT SHALL HORTON BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS ARISING FROM THE FAILURE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO, DELIVERY PENALTIES, DRIVER DOWN TIME, LODGING, FOOD OR TOWING. HORTON RESERVES THE RIGHT TO VOID THIS WARRANTY IF A NON-HORTON OR NON-APPROVED FAN BLADE IS USED WITH ANY HORTON FAN DRIVE AND WHERE THE PRODUCTS ARE NOT USED IN ACCORDANCE WITH FITNESS FOR USE SPECIFICATIONS CONTAINED ON THE APPLICABLE HORTON DRAWINGS FOR THE PRODUCTS.

6. CLAIM PROCEDURES

To make a claim under this warranty, the claimant must, within 60 days of an alleged Product failure, give written notice of the alleged defect to Horton and deliver the Product to one of the addresses listed in the boxes below. Questions can be directed to the Horton Warranty Department by calling (800) 621-1320 during normal business hours, (07:30 – 16:30 US CST). All warranty claims must be accompanied by a completed Horton Warranty Claim Form (Form 22392) and any supporting documentation, such as purchase and repair invoices. A copy of the claim form can be obtained from Horton, www.hortonww.com, or from any authorized Horton distributor or dealer. If Horton denies the warranty claim, Horton will communicate the reasons for the denial to the customer and if customer disagrees with Horton's determination, Horton will discuss the determination with the customer in a good faith attempt to amicably resolve the claim, and if such discussions fail it will be resolved in accordance with Paragraph 8 below.

All original claim forms and supporting documentation must be sent to the following address:

Horton, Inc.
Warranty Department
2565 Walnut Street
Roseville, MN 55113

All fan drives, fan blades and control system components (including all parts replaced with parts from kits) replaced in connection with warranty repair must be returned. Parts are to be returned with a copy of the original claim form, with all transportation charges prepaid to one of the following addresses:

U.S. Address: Horton, Inc. Attn: Warranty Receiving 10840 423rd Avenue Britton, SD 57430	Canadian Address: UTi Contract Logistics and Distribution Attn: Horton Returns 250 First Gulf Blvd. Brampton, Ontario L6W 4T5 Canada
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7. ASSIGNMENT

This warranty extends to, and may only be enforced by, the original owner of the vehicle. This warranty is not transferable or assignable.

8. DISPUTE RESOLUTION; CHOICE OF LAW; VENUE

This agreement and all transaction hereunder will be governed by the laws of the State of Minnesota without regard to conflict of law provisions therein. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement. In the event that the parties are unable to resolve their dispute, the matter shall be adjudicated in a state or federal court, as applicable, located in Hennepin County, Minnesota and the parties waive any objections to such venue and shall not commence, undertake or remove such matter to any other venue.

9. ENTIRE AGREEMENT

This Warranty Statement constitutes the entire agreement between Horton and the customer and supersedes any prior agreements or representations, whether oral or written. Horton rejects any additional or inconsistent terms or conditions relating to Horton's warranty obligations. No modifications or additional terms shall be binding upon Horton.

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Form No. L-22922G-0812

