

HORTON, INC - Warranty Statement

1. WARRANTY

Horton, Inc. (Horton) warrants that its products (the Product) will be free from defects in material and workmanship until the earliest to occur of the months in service, distance traveled or hours of operation, as specified for the appropriate Product, Application and Market on the Horton Warranty Coverage Matrix (see Appendix 1), for the first vehicle on which the Product has been installed.

The Start Date for warranty coverage shall be defined as:

- A. For a new vehicle, that date shown as the in-service date on the vehicle certification label, or
- B. For a used vehicle, that date which can be verified to the satisfaction of Horton as the date on which the Product was installed, if not so verified, the date on which the Product was sold by Horton to the original purchaser.

Horton makes no warranty with respect to any accessories for the Product that bear the name of any company other than Horton, but Horton does hereby assign any warranties for accessories made for Horton by any other such company to the extent such warranties are assignable.

This warranty is the entire warranty made by Horton. 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.

2. CONDITIONS

Applicable warranty per the Horton Warranty Coverage Matrix (see Appendix 1) applies only if:

- A. The Product has been installed, used, and maintained in accordance with the installation and maintenance manual for the Product;
- B. 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;
- C. The alleged defect is not attributable to external factors, as determined at Horton's sole discretion;
- D. The vehicle or engine operating parameters have not been altered from original factory conditions or settings;
- E. The Product has been used in accordance with Fitness for Use Specifications contained on the applicable Horton drawing for the Product;
- F. The Product has been used only in the Application/Market for the warranty claimed as per the Horton Warranty Coverage Matrix (see Appendix 1); and
- G. The claimant has complied with the warranty claim procedures set out in Paragraph 5 below.

3. EXCLUSIVE REMEDY

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

- A. For any Product for which an alleged defect arises prior to the earliest to occur of the applicable coverage listed on the Horton Warranty Coverage Matrix (see Appendix 1), 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. Warranty claims involving Horton remanufactured fan drives are eligible for replacement of the entire fan drive when exact replacement fan drives are available. If exact replacement fan drive is not then available but a repair kit is available customer may elect to have the repairs made via the repair kit. Compensation for kit repairs are based on the kit(s) required to perform the repair.
- C. All other Horton warranty repairs are 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. Visit our website (www.hortonww.com) or contact customer service at 1-800-621-1320 to verify the correct repair kit for your clutch/application.
- D. Horton will pay freight charges on Products returned to Horton via Horton approved carrier accounts.
- E. All warranty repair work must be performed at an authorized Horton distributor or OEM truck dealer or at a repair facility designated by Horton.

4. 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.

5. 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 and supporting documentation, such as purchase invoices 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 7 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 423 rd Avenue Britton, SD 57430	Canadian Address: Horton Returns c/o UTi Logistics 250 First Gulf Blvd. Brampton, Ontario L6W 4T5 Canada	Australian Address: Norman G. Clark (A/Asia) Pty, Ltd 44 Kylta Road West Heidelberg, Victoria 3081 Australia	Mexico Address: Horton Mexico S de R.L. de C.V. Las Rosas #204B Fracc. LaFlorida, 53160 Naucalpan, Edo De Mex, MX
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6. ASSIGNMENT

This warranty extends to, and may only be enforced by, the owner of the vehicle at the time the Product was installed. This warranty is not transferable or assignable.

7. 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.

8. 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.

Appendix 1 – Warranty Coverage Matrix

Product Group	Application		Market		Coverage Period (1)			
	On- Hwy – HD Truck (4)	Vocational/ Specialty/Medium Duty Truck(4)	US / Canada	Other	Months	12	24	36
					Distance	100K mi (160K km)	200K mi (320K km)	300K mi (480K km)
					Hours	2,500	5,000	7,500

Modulator RCV250/ DM Advantage/ DriveMaster/S/HTS/ Stratis/Fan Drives (2)	X		X			X	
	X			X	X		
		X	X	X			
All Other Fan Drives/Fans (3)	X	X	X	X	X		
Roller Bushings	X		X				X
	X			X	X		
		X	X	X	X		

NOTES:

- (1) Coverage Period begins with START DATE as defined in Horton Warranty Statement, paragraph 1.
- (2) The "Modulator RCV250/DM Advantage/DriveMaster/S/HTS/ Stratis Fan Drives" product group includes all variants including standard, PolarExtreme, Two Speed and Reman versions. See DM Advantage Warranty Statement, 22922, for details of OEM installed equipment.
- (3) The "ALL Other Fan Drive/Fan Product Group" includes ALL other fan drives such as VS Series Viscous clutches, EC 450/600, HT650, Fan Drive Hubs as well as Fan Blades, Fan Drive Control System Components, and Repair Kits.
- (4) **On-Hwy – HD Truck** is defined as Heavy Duty Class 8 Over-the-Road/Line Haul Trucks.
Vocational/Specialty/Medium Duty Truck including but not limited to, Pick-up and Delivery Trucks, Buses, Motor coaches, Fire Trucks, Cement Mixers, Refuse Haulers, Construction, Ag, Logging, Oil Field, Power Unit, Trucks(Class 7 & Under), etc.

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