

MANN+HUMMEL Filtration Technology US LLC

## **Limited Warranty**

## **FILTERS**

Any vehicle and equipment warranties you may have are not affected by proper use of ProTec filters.

MANN+HUMMEL Filtration Technology US LLC ("we") warrants your ProTec filter to be free from defects in materials and workmanship during the Warranty Period. The "Warranty Period" is the longer of (i) the service interval for filter replacements recommended by the manufacturer of the engine or equipment, or (ii) a period of 60 days commencing on the date of purchase of your ProTec filter. If your filter is found to be defective during the Warranty Period, we will, at our sole discretion, replace it with another ProTec filter and/or reimburse you for the reasonable costs of the parts and labor required to repair your engine or equipment to the extent the damage is solely attributable to the defective filter.

## WARRANTY SERVICE

To obtain warranty service, you must, within 30 days after discovery of damage, submit a claim to any ProTec representative, your ProTec distributor or directly to the address below. We reserve the right to examine the filter, engine and/or equipment to determine the extent of damage and whether it was caused by a defective ProTec filter. We also reserve the right to examine any applicable service records, installation records, and receipts.

## CONDITIONS

For filters, this limited warranty DOES NOT COVER:

- Filters submitted in a condition that prohibits evaluation and testing, such as a filter that has been deconstructed, disassembled or cut open;
- Use of the filter on an incorrect, non-approved or non-recommended application;
- Use of the filter in competitive racing, on modified high-performance engines, or on any aircraft or aviation application;
- Damage or failure caused by improper installation, misuse, modification, accidents or abuse;
- Use of motor oil other than the viscosity and type as recommended by the manufacturer of the engine or equipment;
- · Costs of repairs not directly attributable to the defective filter;
- Towing fees, rental car fees, or any other fees, expenses, damages, costs or losses that are not specifically provided for in this Limited Warranty.

THIS WARRANTY IS EXCLUSIVE OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING CLAIMS FOR LOSS OF USE OF THE ENGINE OR EQUIPMENT ON WHICH THE FILTER IS INSTALLED, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. FOR FILTERS USED IN COMMERCIAL APPLICATIONS, AND EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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