

**ROCORE HOLDINGS, INC.**  
**STANDARD LIMITED WARRANTY**

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**1. Product Warranty**

**Rocore Holdings** ("Rocore") warrants to original purchasing customer ("Customer") that no product produced and sold by Rocore shall fail under normal use and service due to a defect in material or workmanship for the following warranty periods:

<b>Product Type</b>	<b>Warranty Period</b>
1. Mobile On-highway Vehicles & Equipment:	<b><u>Eighteen (18) months</u></b> from date of shipment by Rocore, <b><u>twelve (12) months</u></b> from date of delivery to the original purchaser or 100,000 miles of usage, whichever event shall occur first.
2. Industrial, Construction and Agricultural Equipment	<b><u>Eighteen (18) months</u></b> from date of shipment by Rocore, <b><u>twelve (12) months</u></b> from date of delivery to the original purchaser
3. Other Heat Transfer products not specifically mentioned in classifications 1 and 2 above, and all products in all classifications that are sold as replacements or accessories	<b><u>Ninety (90) days</u></b> after date of delivery to the original purchaser.

During the Warranty Period, Rocore will, at its option, either repair or replace a cooling product manufactured by it which has defects in material or workmanship provided: **(a)** Customer notified Rocore in writing of any claim of defect in material or workmanship within sixty (60) days from the date of the failure of the cooling product; **(b)** Customer has complied with the Repair and Replacement Procedure set forth in this warranty document; and **(c)** the cooling product is found defective in materials or workmanship upon examination by Rocore utilizing standard Rocore manufacturing test procedures.

Rocore will, at its option, use new and/or reconditioned parts in repairing or replacing a defective product. Rocore reserves the right to use parts or products of original or improved design in the repair or replacement of a defective product. If Rocore repairs or replaces a defective product, the Standard Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Rocore's return shipment of the repaired or replacement product, whichever is later.

A Rocore cooling product shall not be considered defective if the Rocore cooling product has been manufactured in compliance with a Customer ordered specification or, if the Customer has not provided specifications, then if the Rocore cooling product substantially fulfills the

performance requirements set forth in Rocore literature and has been manufactured in accordance with Rocore specifications in force and effect at the time of shipment or delivery of the product.

## 2. Services and Service Warranty

The Standard Limited Warranty covers both parts and labor necessary to repair a defective product, but does not include labor costs related to the removal of a Rocore cooling product or installation of a repaired or replacement Rocore cooling product. Rocore will not be responsible for shipping damage or other damage due to mishandling by a freight carrier (any such damage is the responsibility of the freight carrier). Warranty on components or accessories furnished by suppliers to Rocore shall be limited to the warranty of the respective component or accessory supplier.

If field service at the request of the Customer is rendered by Rocore, and the alleged fault is found not to be with the Rocore product, component or accessory, the Customer shall pay for the time and expenses of the field representative. Bills for service, labor or other expenses that have been incurred by the Customer or their subsequent customer or agent without prior approval or prior authorization by Rocore will not be accepted.

## 3. Repair and Replacement Procedures

To obtain repair or replacement service under this Limited Warranty, the customer must comply with the following policy and procedures:

- All defective products must be returned with a Return Merchandise Authorization Number (RMA) which customer must request from Rocore.
- Rocore must receive warranty claims within 60 days from the date of Customer's knowledge of the warranty claim. Claims will be evaluated within 90 days of receipt of the cooling product. Customer will be notified of the results of the evaluation and the status of the claim within 90 days unless there are extenuating or unusual circumstances that require further examination and Customer is notified thereof.
- A valid Warranty claim must be accompanied by the cooling product in question, (which may be sent freight collect *on approval by Rocore*), and the following information with each returned unit:
  - a. In-Service date
  - b. Number of miles in service<sup>1</sup>
  - c. Number of hours in service<sup>2</sup>
  - d. Mode and details of failure
  - e. Name of Customer and OEM
  - f. Serial number of transmission or equipment<sup>3</sup>
  - g. VIN Number of the vehicle<sup>4</sup>
  - h. Transmission or equipment model<sup>5</sup>
  - i. Rocore Identification tag must be legible and attached to the cooling product
- The warranty claim is null and void if the above requirements are not received by Rocore within 60 days from the date of Customer's knowledge of the warranty claim.

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<sup>1</sup> Applies to Type 1 Products, Highway Vehicle Heat Transfer

<sup>2</sup> Applies to Type 2 Products, Construction, Farm & Industrial Equipment Heat Transfer

<sup>3</sup> Applies to Type 1 and Type 2 Products

<sup>4</sup> Applies to Type 1 Products

<sup>5</sup> Applies to Type 1 and Type 2 Products

- In the event Rocore rejects a warranty claim, the cooling product shall be returned to Customer, freight collect. Cooling product failure verification will be performed at Rocore's manufacturing facility using standard Rocore manufacturing test procedures which will be final and conclusive and not subject to further review.

#### **4. Disclaimer of Warranties; Limitation of Liability**

The warranties stated herein will not extend to cooling products that: **(a)** have been utilized or have been installed: (i) other than as set forth in the Customer specifications or (ii) other than pursuant to customary use and installation procedures in the industry if Customer has not set forth use and installation in its specifications, **(b)** have been removed from the initial installation or have been reinstalled in another location in the vehicle or equipment, **(c)** have been repaired or altered, **(d)** have experienced product failure as a result of: (i) misuse, neglect or accident, (ii) improper maintenance, installation, mounting design or application data supplied by Customer, (iii) the effects of physical or chemical properties of water, steam, and other liquids or gases used in the product, or (iv) storage in generally corrosive atmospheric conditions.

**THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ROCORE AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CAPACITY, EFFICIENCY AND IMPLIED WARRANTIES FROM COURSE OF DEALING OR USAGE OF TRADE.**

**IN NO EVENT WILL ROCORE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. THIS INCLUDES LOSS OF SALES, LOSS OF PROFITS, DOWN TIME, LOSS OF PRODUCTION, LOSS OF CONTRACTS, OR DAMAGE TO REPUTATION OR GOOD WILL, WHETHER OR NOT ROCORE WAS AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN ANY EVENT, ROCORE'S LIABILITY IN CONNECTION WITH ANY INDIVIDUAL PRODUCT SHALL BE LIMITED TO THE ORIGINAL PRICE PAID TO ROCORE FOR SUCH PRODUCT.**

Rocore, whose policy is one of continuous improvement, reserves the right to improve its products through changes in design or material as it may deem desirable without being obligated to incorporate such changes in products of prior manufacture.

#### **5. Dispute Resolution, Governing Law and Forum Selection**

The parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to the terms and conditions of this warranty through negotiations between representatives who have authority to settle the controversy. If the parties conclude, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely, the parties agree to consider alternative methods of dispute resolution, such as arbitration, before beginning formal proceedings for the judicial resolution of such dispute.

## **ROCORE HOLDINGS, INC.**

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Email inquiries to: [Warranty@Rocore.com](mailto:Warranty@Rocore.com)

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This Standard Limited Warranty and all matters relating thereto will be deemed to have been entered into in the State of Indiana and will be governed under the law of Indiana (without regard to principles of conflict of laws). Subject to the dispute resolution procedures contained herein, the parties each hereby submit to the exclusive jurisdiction and venue of the appropriate State and Federal courts located in Marion County, Indiana, with respect to all matters arising out of or relating to this Agreement, and waive any objection to venue or personal jurisdiction.

### **6. General**

In the event Customer has submitted a written purchase order for a Rocore cooling product, acceptance of such order is expressly conditioned on assent by the Customer to the terms hereof and as may be contained in the terms and conditions accompanying the Rocore cooling product or as set forth on the reverse side of the invoice for the Rocore cooling product.

To the extent any implied warranties are required under applicable law to apply to ROCORE products, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some states and provinces do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply.

If any part of this Standard Limited Warranty Agreement is held invalid or unenforceable, the remaining portions will continue in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

***No Rocore authorized distributor or other person is authorized to modify this Standard Limited Warranty or impose any liability or obligation on Rocore other than expressly provided herein.***