

## **Federal Warranty Laws**

### 1. The Magnuson-Moss Warranty Act (15 U.S.C. 2302(C))

This federal law regulates warranties for the protection of consumers. The essence of this law concerning aftermarket parts is that a engine manufacturer may not condition a written or implied warranty on the consumers using parts or services which are identified by brand, trade, or corporate name (such as the vehicle makers brand) unless the parts or service are provided free of charge. The law means that the use of an aftermarket part alone is not cause for denying the warranty. However, the law's protection does not extend to aftermarket parts in situations where such parts actually caused the damage being claimed under the warranty. Further, consumers are advised to be aware of any specific terms or conditions stated in the warranty which may result in its being voided. The law states in relevant part:

“No warrantor of a consumer product may condition his written or implied warranty of such product on the consumers using, in connection with such product, any article or service (other than article or service provided without charge under the terms of the warranty) which is identified by brand, trade or corporate name....” (15 U.S.C. 2302(C)).

**FORD MOTOR COMPANY**

From: crcfmc@ford.com [mailto:crcfmc@ford.com]  
Sent: Monday, March 03, 2008 7:41 PM  
To: Nora Hewitt  
Subject: Ford Motor Company

Dear Nora,

Thank you for contacting the Ford Motor Company Customer Relationship Center regarding aftermarket modification.

All alterations or modifications to Ford Motor Company vehicles must be done in compliance with all applicable State and Federal statutes and regulations. The installation or use of any non-Ford product will not necessarily void the New Vehicle Limited Warranty. However, if the non-Ford product fails or causes a Ford part to fail, the cost of the repair and any related damage are not covered by warranty. The vehicle owner would need to look to the manufacturer or installer of the non-Ford product for repairs. Therefore, Ford Motor Company does not recommend modifications to your vehicle.

If you have any other inquiries, please feel free to contact us and we will be happy to address them for you.

Sincerely,  
Jay-R  
Customer Relationship Center  
Ford Motor Company

# Chrysler/Dodge

Dear Nora:

Thank you for contacting the Chrysler Customer Assistance Center regarding after market products on Dodge vehicles.

We appreciate the time and effort you took to write to us. In response to your mail regarding the use of aftermarket parts on Dodge vehicles, we would like to let you know that certain changes that you might make to your vehicle do not, by themselves, void the warranties. But your warranties don't cover any part that we didn't supply. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-Chrysler parts, components, equipment, materials or additives.

Thanks again for your email. We respect you and your business.

Sincerely,

Rex Drew  
Customer Service Representative  
Chrysler Customer Assistance Center

For any future communications related to this email, please refer to the following information:

REFERENCE NUMBER: 17280315

EMAIL CASE NUMBER: 1964101

**GENERAL MOTORS**

Service Request: 71-608086922

3-6-08

Customer Relationship Specialist: Ryan Thomas

Dear Ms. Hewitt,

We appreciate your prompt response and for providing clarification to your inquiry. We sincerely apologize for any delay in our response to your message.

The New Vehicle warranty for your vehicle will not automatically be voided if you install an after market product. However, some warranty items may be voided if a particular failure on the vehicle was caused by the aftermarket product that was installed.

Installations of after market accessories on your vehicle would require some parts to be uninstalled or altered and if not installed properly, it may cause a particular part or feature not to perform as expected. It can lead to problems and failure.

I hope that you find this information helpful. If you should need to contact us in the future or if you need any further assistance, simply reply to this message or call our General Motors Customer Assistance Center at 1-800-222-1020. Customer Relationship Specialists are available Monday through Friday from 8:00 a.m. to 11:00 p.m., Eastern Time.

Again, thank you for contacting General Motors.

Sincerely,

The General Motors Consumer Support Team



March 18, 2008

Nora Hewitt, Vice President  
Advanced Power Systems International Inc.  
558 Lime Rock Road  
Lakeville, CT 06039

Dear Ms Hewitt.:

In response to your inquiry received, March 18, 2008, Daimler Trucks North America (DTNA) does not approve, disapprove or endorse the use of your product, Fitch fuel catalyst. DTNA's warranty protects users from defects in material and workmanship with products furnished by DTNA.

If this product is used, the DTNA warranty will not be voided. If a problem occurs that is a result of the use of this new emission technology, then the concern will not be warrantable in nature and, therefore, not covered by DTNA.

Detroit Diesel's name, Detroit Diesel's trademark and Detroit Diesel's logo are the property of Daimler Trucks North America, and are not to be used in the advertising or promotional activity by anyone except with the express written authority of Daimler Trucks North America.

Nothing in this letter is to be construed as any authorization by DTNA to use the Detroit Diesel name, trademark or logo in the sale or promotional activity of your product.

Sincerely,

David Dole  
Engine Division  
Daimler Trucks North America



25<sup>th</sup> March 2008  
Ref: ch250308-1

Simon Ward  
Fuel harmonics plc  
Atlantic House  
Imperial Way  
Reading  
RG2 0TD

Dear Sir,

FITCH CATALYST UNITS

Renault Trucks is unable to offer a formal letter of no objection to your Fitch Catalyst units as without involving the factory in much testing over a long time period we have no experience of the effects of such a unit.

Renault Trucks neither approves nor disapproves of equipment we do not sell unless there is a known problem. Any additions to the vehicle by a third party are at the discretion of the end user.

The Renault Trucks Warranty covers defects in workmanship and/or materials fitted in Production and problems arriving from the addition of third party equipment will not be covered by our standard manufacturer's warranty.

Yours sincerely

A handwritten signature in black ink that reads "C Hope".

Colin Hope  
Applications Engineer

RENAULT TRUCKS UK LTD  
Boscombe Road, Dunstable, Bedfordshire, LU5 4LX, England. Tel (Switchboard): 01582 471122 Fax:  
01582 479146

[www.renault-trucks.co.uk](http://www.renault-trucks.co.uk)

Registered in England No 321658, VAT No GB 382 33 44 55 000, Registered Office, as above



**Caterpillar Inc.**

100 NE Adams Street  
Peoria, Illinois 61629

July 21, 1998

Willard A. Monsell, Chairman & CEO  
Advanced Power Systems International, Inc.  
558 Lime Rock Road  
Lime Rock, Connecticut 06039

Dear Mr. Monsell:

Re: Fitch Fuel Catalyst

Your letter dated July 7, 1998, has been forwarded to my attention for response.

In response to your letter regarding Caterpillar's position regarding Caterpillar warranty when your Fitch Fuel Catalyst products are used on Caterpillar engines, our position on the use of aftermarket products is as follows:

Caterpillar only recommends the use of genuine Caterpillar filters and maintenance items on Caterpillar products. When auxiliary devices, accessories, and/or consumables (filters, oil and fuel additives, synthetic oil, catalyst, etc.) made by other manufacturers are used on Caterpillar products, the Caterpillar warranty is not affected simply because of their use.

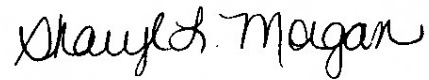
The Caterpillar warranty continues to cover defects caused by our material and workmanship. Failures resulting from the installation or usage of other manufacturer's products are not Caterpillar factory defects and, therefore, are not covered by Caterpillar warranty.

Caterpillar is not in a position to evaluate the many auxiliary devices, accessories, and consumables promoted by other manufacturers and their potential impact on Caterpillar products. Installation or use of such items is, therefore, at the discretion of the equipment owner who assumes all risks for the effects resulting from their usage. This position should be made clear to customers/owners of Caterpillar equipment whenever a proposal or inquiry concerning the use of non-Caterpillar manufactured auxiliary devices, accessories, or consumables is received from them.

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In addition to the above, we must also inform you that Caterpillar does not authorize the use of its trade name or trademark in a manner which implies our endorsement of these aftermarket products.

Very truly yours,

A handwritten signature in black ink that reads "Sharyl L. Morgan". The signature is written in a cursive, flowing style.

Senior Legal Assistant

Sharyl L. Morgan  
Telephone: (309)675-5332  
Facsimile: (309)675-6620  
\slm\0721981042.doc

cc: V. P. Warner, Warranty Administration - MOS 116



September 1, 1998

Mr. Willard A. Monsell  
Chairman and CEO  
Advanced Power Systems International  
558 Lime Rock Road  
Lime Rock, CT 06039

Dear Mr. Monsell:

Thank you for your letter of August 24th requesting Cummins position on the use of your Fitch Fuel Catalyst (Walker Fuelsep) with Cummins Engines. I am very sorry about the delay, I did not receive your first letter dated July 8th.

Cummins Engine Company neither approves nor disapproves any product which we do not manufacture or sell. The use of non-Cummins products is at the discretion of the end-user, and any problems attributed to these products would not be recognized as a Cummins responsibility.

Our warranty covers defects in workmanship and/or material as manufactured and sold by Cummins; therefore, the use of any product sold in the marketplace not manufactured by Cummins would not affect our warranty. However, any engine performance problem or failure caused by products not manufactured or sold by Cummins is not considered by Cummins as a warrantable type of failure.

The Cummins name, various Cummins trademarks, and Cummins logo are the property of Cummins Engine Company, Inc. and are not to be used in advertising or promotional activity by anyone except with the express written authority of Cummins Engine Company, Inc.

Nothing in this letter is to be construed as authorization by Cummins Engine Company, Inc. to use the Cummins name, trademark or logo in the sale or promotional activity of any product.

Very truly yours,

A handwritten signature in cursive script that reads 'Carl A. Koontz'.

Carl A. Koontz

CAK:cjk  
Telephone: 812-377-3694

cc: G.M. Gron - 60701  
R.J. Weimer - 41406

Phone: 812-377-5000



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MACK TRUCKS, INC.  
2100 MACK BOULEVARD  
P.O. BOX M  
ALLENTOWN, PA 18105-5000

February 29, 2008

Nora Hewitt, V. P.  
Advanced Power Systems, Intl.

Dear Nora:

This letter is in reply to your letter we received February 29, 2008, requesting a statement of our position regarding the application of warranty when an aftermarket device is used on a Mack vehicle.

Use of products which we do not manufacture, sell or recommend with Mack vehicles does not, in and of itself, void Mack warranty coverage. However, if the use of such products results in failure of a Mack component or adversely affects operation of the vehicle, we would not accept the responsibility under the terms of our warranty.

We also advise you that neither the contents of this letter, nor the Mack name or trademark are to be used in any manner which implies Mack endorsement of your product.

Sincerely,

MACK TRUCKS, INC.

Glenn L. Theodore  
Customer Service Rep/Legal Liaison



**AMERICAN SUZUKI MOTOR CORPORATION**  
MOTORCYCLE

July 13, 1998

Mr. Willard A. Monsell  
Advance Power Systems International, Inc.  
558 Lime Rock Road  
Lime Rock CT. 06039

Dear. Mr. Monsell:

This is in response to your letter dated July 9 1998, received at American Suzuki Motor Corp. on July 13, 1998.

Thank you for taking the time to ask us for our position on your product. Suzuki's position is that we do not endorse, condone or recommend the use of other than Genuine Suzuki Parts and Accessories for installation or use on any Suzuki Product.

Our position is dictated by three main factors:

1. Suzuki develops their products, parts, accessories and systems within the structure of the company or contract with selected vendors. Since we lack the depth and degree of development and testing for an after-market product, we caution anyone who uses any part, accessory, system or procedure not recommended by Suzuki, that they take the risk and total responsibility for any negative effects of such a procedure as well as the responsibility for all additional expenses that may occur as a result of the need for removal and installation of the "add-on", required to perform routine or warranty service.
2. To take other than this position is not in our best interests, in the event of litigation.
3. Any event, it is my understanding that if an OEM changes, endorses or approves a product or procedure that results in any change of emissions to their motor vehicle, we must painstakingly document, test, certify and obtain approval from NHTSA, before we can offer it to the consumer. This obviously is time consuming and costly.

I'm sorry if I've taken the long way around to tell you that we don't take a position unless there is damage that we believe is the result of an after-market application. This in no way implies that we are prejudicial toward your company or your products. It is simply that we can not affirm something we have no direct experience with.

We wish you the best of success in your venture,

Sincerely,

American Suzuki Motor Corp.



Phil Epler

Customer Service / Warranty Manager

**YANMAR DIESEL AMERICA CORP.**

• 951 Corporate Grove Drive, Buffalo Grove, IL 60089-4508  
• Telephone 847-541-1900 • FAX 847-808-6968

July 16, 1998

Advanced Power Systems International, Inc.  
Mr. William A. Monsell  
558 Lime Rock Road  
Lime Rock, CT., 06039

Dear Sir,

Thank-you for your interest in applying your product to the Yanmar engine. Yanmar Diesel America Corp. does not do the testing on our engines. This is accomplished at our factories in Japan. If you would like to prepare necessary samples and documentation for testing, I can forward them to the proper personnel. As to a time frame, I can not provide at this time as our R&D department is constantly busy with new developments.

From what I have read in your letter this seems like a very usable product, and I do not feel it would run into any interference, but as I said, we do not do the testing. Please contact me if you wish.

Best regards,

A handwritten signature in black ink, appearing to read "Garry D. Myers", with a large, sweeping flourish at the end.

Garry D. Myers  
Sr. Technical Advisor  
Service and Technical Dept.