



315 Mockingbird Ln • Dallas Texas, 75247 • 214-819-0517

**LIMITED WARRANTY ELECTRONIC COMPUTER MODULES BY DIESEL ECM SERVICES, LLC
D/B/A TRUCK ECM**

Thank you for choosing to purchase, or have service performed on, an Electronic Computer Module (“ECM”) from Diesel ECM Services, LLC d/b/a Truck ECM (the “Warrantor”). This warranty covers your ECM and is indicative of our desire to stand behind our products and services to assure your satisfaction.

WARRANTY COVERAGE

SUMMARY OF WARRANTY: Truck ECM, 6020 East Columbus Dr. Tampa, FL, 33619 warrants to the ORIGINAL PURCHASER ONLY, when purchased from the Warrantor, for a period of (1) one year from the date of purchase or services (the “Warranty Period”), that the ECM shall be free of substantial defects in materials and workmanship attributable to the Warrantor or that the services provided are done correctly. The Warranty is not transferrable and may not be assigned to any other person or party.

EXCLUSIONS FROM THIS WARRANTY: Warrantor expressly disclaims any responsibility for damage to the purchaser’s truck or vehicle arising out of the use of the ECM and arising out of the alleged failure or malfunction of the ECM. The Warranty further expressly disclaims and does not cover failures caused by heat treatment services, abuse or misuse, damage from repairs from third-parties, damage from faulty truck wiring and from faulty components, and damage from external conditions such as weather, lightning, supply voltage spikes, and welding.

LIMITATION AND DISCLAIMER OF WARRANTIES: WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE EXCEPT IN THOSE STATES THAT DO NOT ALLOW THIS EXCLUSION. WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD. **No action to enforce express or implied warranties shall be commenced later than (90) ninety days after expiration of the warranty period. There is no warranty of any nature made by the Warrantor beyond that contained in this Warranty. No person has authority to enlarge, amend or modify this Warranty except by the Warrantor.**

No action to enforce express or implied warranties shall be commenced without prior written notice to the Warrantor at the address listed above of the alleged defect or nonconformity of the ECM and the Warrantor, at its Direct Option, shall have a final opportunity to remedy the alleged defect or nonconformity.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE ORIGINAL PURCHASER OF THE ECM AND ANY PERSON TO WHOM THE ECM IS TRANSFERRED, AND ANY PERSON WHO IS INTENDED OR UNINTENDED USER OR BENEFICIARY OF THE ECM SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (which includes but is not limited to: loss of earnings, towing expenses and fees, and loss of use damages).

WARRANTOR'S OBLIGATIONS: The Warrantor will remedy substantial defects in materials and workmanship caused by the Warrantor. The Warrantor shall elect to remedy the defect from any of the following: repair or replacement. Warranty performance can only be obtained from the Warrantor. All costs incurred in obtaining warranty service from the Warrantor shall be borne by the Original Purchaser. The Warrantor shall remedy the defect within a reasonable amount of time, after appointment and delivery by the Original Purchaser. All of Warrantor’s expenses in remedying the defect shall be borne by the Warrantor.

PURCHASERS OBLIGATIONS: Purchaser must print and sign his / her name and date the warranty at the time of purchase to validate this Warranty. Failure to print and sign and date the warranty will invalidate this warranty. The Original Purchaser shall deliver the ECM for warranty service within a reasonable time after discovery of the defect and in no event after expiration of the Warranty period which Warranty Period is one (1) year. All expenses incurred by the Original Purchaser in obtaining warranty service shall be borne by the Original Purchaser. No action to enforce express or implied warranties shall be commenced without prior written notice to the Warrantor at the address lived above of the alleged defect or nonconformity and the Warrantor shall have a final opportunity to remedy.

EVENTS DISCHARGING WARRANTOR FROM OBLIGATION UNDER THIS WARRANTY: Misuse or neglect, including failure to provide reasonable and necessary maintenance, unauthorized alteration, accident, and improper servicing or repair will discharge the Warrantor from any obligation under this Warranty.

OWNER ASSISTANCE: Your confidence and good will are important Truck ECM as is maintaining a pleasant relationship with you. We recognize that there may be occasions when warranty service is not handled to your satisfaction which may result in misunderstandings. Please contact Truck ECM Management if your problem with the Warranty has not been resolved to your satisfaction so that efforts can be made to satisfactorily resolve your problem.

I have had the opportunity to review the Truck ECM Limited Warranty and I understand its terms and conditions.

Name (printed)

Name (signature)

Date