

# Delphi Technologies

## Delphi Mechanical Fuel Pump and Fuel System Accessories: Limited Product Warranty

Delphi Powertrain Systems, LLC (“Delphi”) warrants to the original purchaser all Mechanical Fuel Pumps and Fuel System Accessory products (each a “Product” or collectively “Products”) as sold by Delphi to be free of defects in material and workmanship for a period of twelve (12) months from the date of installation or 12,000 miles (or 20,000 kilometers), whichever occurs first.

Delphi will, as its sole obligation under this warranty and at its option, replace or repair any Product at its own cost that does not conform to this warranty within the applicable warranty period, subject to the exclusions set forth in this limited warranty. Repair or replacement during the warranty period shall not include any cost (including labor) to remove and install a Product or to restore a vehicle to its proper operating condition. Any repaired or replaced Product shall also remain subject to the original warranty period from the date of the original installation or mileage, whichever occurs first, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

### Exclusions and Disclaimers of Warranty

- ✓ This warranty is the only express warranty made by Delphi for the Products.
- ✓ This limited warranty is not transferable and applies only to the original purchaser of the Product. A dated purchase receipt or other written proof that the Product is within the warranty period will be required in order to honor your warranty claim.
- ✓ Delphi will not be responsible for damage resulting from any (i) deviation from Delphi’s application recommendations as stated in or on Delphi’s online catalog system or any packaging, labels, or instructions with a Product, (ii) installation of a Product in a manner which is inconsistent with Delphi’s written instructions or accepted industry standard, (iii) alteration or modification of a Product, (iv) misuse, (v) neglect, (vi) abuse, (vii) accident, (viii) normal wear and tear, improper application, installation or operation of the Product.
- ✓ This warranty does not apply to any Product that is installed in vehicles used for towing exceeding the vehicle manufacturer’s defined limits, racing, public service, security or government use, off-highway recreational use, or four-wheel drive off-highway competition.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE PRODUCTS IS LIMITED IN DURATION TO THAT OF THIS LIMITED WARRANTY. THE MAXIMUM LIABILITY OF DELPHI UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DELPHI BE LIABLE TO PURCHASER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

This limited warranty gives you specific legal rights. You may also have other rights that may vary depending on the state or province in which you reside. Some countries, states and provinces do not allow limitation of liability to specified amounts or on how long implied warranties last, or the exclusion or limitation of special, incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.