# QUANTUM

## **Standard Limited Warranty**

## QUANTUM FUEL SYSTEMS LLC STANDARD LIMITED WARRANTY

The following warranty information is applicable to all products and components designed, manufactured or sold by Quantum Fuel Systems LLC ("Quantum"). Except as expressly stated in this Limited Warranty, there are no warranties that extend beyond the exact text described in this Limited Warranty. Quantum does not assume or authorize anyone to assume for it any other obligation or liability in connection with the products covered by this warranty or these warranties. All of the warranties described herein are subject to the limitations, disclaimers and restrictions set forth in sections titled "What this Limited Warranty Does Not Cover," "Conditions and Restrictions Applicable to this Limited Warranty," and "Disclaimer."

## A. LIMITED WARRANTY AND WARRANTY PERIOD

## 1. CNG TANKS

Quantum warrants that each new Quantum Type 4 composite cylinder will be free from defects in manufacturing and workmanship and meet the standards and specifications set forth on the cylinder labeling for a period equal to the lesser of (i) 2 years from the original ship date from Quantum's facility or (ii) 100,000 miles.

## 2. QUANTUM PRODUCED PARTS AND COMPONENTS (Excluding CNG tanks and complete fuel systems and modules)

Quantum warrants that each new part or component manufactured by Quantum will be free from defects in design, manufacturing and workmanship for a period of 1 year from the original ship date from Quantum's facility.

#### 3. PASS THROUGH PARTS

For products or components purchased by Quantum from another manufacturer for resale to a Quantum customer ("Third Party Products"), Quantum will warrant those products for a term no longer than the term offered by the original product or component manufacturer.

The limited warranty period for these components will vary based on the type of product and the product manufacturer. Refer to the *Pass Through Parts Warranty Period* document found on the Quantum website at <a href="https://www.com/warranty">www.qtww.com/warranty</a> for additional information.

#### 4. COMPLETE CNG FUEL SYSTEMS/MODULES

Quantum warrants that each new Quantum CNG fuel system or CNG fuel storage module will be free from defects in manufacturing and workmanship for a period equal to the lesser of (i) 2 years from the original ship date from Quantum's facility or (ii) 200,000 miles.

All warranty repairs must be performed by a Quantum approved repair facility.

## 5. VIRTUAL PIPELINE

Quantum warrants that each new Virtual Pipeline System will be free from defects in manufacturing and workmanship for a period of one (1) year.

All warranty repairs, on CNG components and systems, must be performed by a Quantum approved repair facility.

This warranty applies to the container and its contents as produced by Quantum; the chassis of the trailer is warranted to the extent provided by the chassis manufacturer.

Warranty of components or parts contained within a Quantum fuel system, module or Virtual Pipeline (including labor cost) will be warranted to the extent set forth in this warranty statement and in the *Quantum Warranty Policy and Procedures Manual*.

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## B. WHAT THIS LIMITED WARRANTY COVERS

Subject to the limitations contained in Part C below, during the applicable warranty period, Quantum will repair or replace any cylinder, part or component, and fuel system or module manufactured and/or sold by Quantum that contains a defect in material or workmanship free of charge to the customer or end user. Quantum's obligation to repair or replace a defective product shall be the exclusive remedy available to the customer or end user of the product.

Quantum reserves the right to retest or re-inspect any product returned with the claim that is defective or non-conforming. Quantum further reserves the right to make the final determination concerning proper disposition of any returned product.

## C. WHAT THIS LIMITED WARRANTY DOES NOT COVER

### The following items are expressly excluded from this Standard Limited Warranty:

- 1. Damage during shipping and handling, including damage to exterior finishes.
- For Quantum components or parts or pass through components or parts purchased separately (and not part of a complete fuel system or module), labor and other costs incurred in removing the part or component from the vehicle or assembly on which it was installed.
- 3. All shipping and transportation costs for returned product are the responsibility of the customer and must be prepaid.
- 4. Cosmetic damages, including scratches, dents, nicks and abrasions that occur after the product has been shipped from Quantum's facility.
- 5. Damage including, without limitation, rust and corrosion, resulting from internal or external environmental factors, contaminants, improper use, storage, maintenance and/or negligence. Fuel carrying components that fail due to internal damage deemed to have been caused by contamination will not be covered by this limited warranty.
- 6. Products or components involved in accidents and or exposed to fire or excessive heat.
- Valves, regulators or any other devices, parts, components or equipment that are not part of the Quantum supplied assembly but are attached to or used in conjunction with the Quantum products or components or the Third Party Products.
- 8. Damage to a Quantum product caused by a defective or damaged valve, regulator, device or other component or equipment that was not supplied by Quantum.
- 9. Components considered to be wear and tear items including but not limited to O-rings, filter assemblies, fill receptacle caps, flexible CNG hoses, filter elements, and fill receptacles. A customer may request a warranty review for any of the above items, and they will be considered on a case-by-case basis. Customer must complete and submit the *Warranty Appeal form* located at <a href="https://www.com/warranty">www.com/warranty</a>.
- 10. Quantum is not responsible for any inconvenience, any time or income that is lost, loss of revenue or any other direct or indirect costs incidental or consequential costs, expenses or damages that may be incurred due to a warrantable repair.

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#### D. CONDITIONS AND RESTRICTIONS APPLICABLE TO THIS LIMITED WARRANTY

- This limited warranty is conditioned upon proper installation, operation, and use of the product or component.
   Failure to properly install, operate or use, or make modifications, alterations or changes to the product or component will void this Limited Warranty. Refer to Quantum's published service and sales documentation for proper installation, operation and use of all Quantum Products.
- 2. The product or component must be used only for the specific purpose or service for which they were designed. Using a Quantum Product or Third Party Product or components for a purpose or service for which it was not designed will immediately void this warranty. This limited warranty does not apply where the Quantum Product or Third Party Product has: (a) been subjected to abuse, misuse, neglect, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Quantum; (b) been reconstructed, repaired, or altered by anyone other than Quantum; or (c) been used with any third party product or hardware that has not been previously installed or approved in writing by Quantum.
- 3. The Quantum cylinder must not be filled or pressurized beyond its rated working capacity. Overfilling or over pressurizing the cylinder or going beyond temperature limits will immediately void this warranty.
- 4. The warranty terms and conditions contained in this document are the complete terms of Quantum's limited warranty unless additional warranty terms are expressly agreed to in writing signed by Quantum executive management and the customer. Any warranty provisions contained in a customer's purchase order and/or general terms and conditions submitted to Quantum are rejected and do not supersede, change, amend, or modify the limited warranty unless expressly agreed to by Quantum in writing.

## E. <u>DISCLAIMER</u>

THE LIMITED WARRANTY EXPRESSLY PROVIDED FOR ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY. QUANTUM MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES. QUANTUM HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL QUANTUM BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY QUANTUM. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, ALL PRODUCTS AND/OR SERVICES PROVIDED BY QUANTUM ARE PROVIDED "AS IS", "WHERE IS", AND "WITH ALL FAULTS".

## F. QUESTIONS REGARDING THIS LIMITED WARRANTY

To obtain additional information regarding this Standard Limited Warranty, you may call Quantum's technical assistance toll-free at 1-800-816-8691 or visit www.qtww.com. Be prepared to provide the following information:

- 1. Product part number and part serial number if applicable;
- 2. Cylinder serial number;
- 3. Maintenance records; and
- 4. Detailed description of the problem.