



**Polar Industrial Services Ltd.
LIMITED WARRANTY AND CONDITIONS OF SALE**

POLAR INDUSTRIAL SERVICES LTD. NEW PARTS WARRANTY

POLAR INDUSTRIAL SERVICES LTD. WILL ADMINISTER THE WARRANTY OF ALL NEW PARTS THAT ARE SOLD BY POLAR IN THE EVENT OF DEFECT IN SUCH ITEMS, ONLY SUCH MANUFACTURERS' WARRANTIES WILL APPLY. COPIES OF WARRANTY CERTIFICATES PROVIDED BY THE MANUFACTURERS ARE MADE AVAILABLE TO ALL CUSTOMERS.

POLAR INDUSTRIAL SERVICES LTD. REBUILT/EXCHANGE COMPONENT WARRANTY

POLAR INDUSTRIAL SERVICES LTD. WILL ADMINISTER THE WARRANTY OF ALL REBUILT/EXCHANGE COMPONENTS THAT ARE SOLD BY POLAR IN THE EVENT OF DEFECT IN SUCH ITEMS, ONLY SUCH REBUILDERS' WARRANTIES WILL APPLY.

POLAR INDUSTRIAL SERVICES LTD. GENERAL SERVICE WORK WARRANTY

POLAR INDUSTRIAL SERVICES LTD. WARRANTS REPAIR WORK PERFORMED IN OUR FACILITY TO BE FREE FROM DEFECTS IN WORKMANSHIP UNDER NORMAL USE AND SERVICE, FOR A PERIOD OF 90 DAYS. POLAR'S OBLIGATION UNDER THIS WARRANTY BEING LIMITED TO REPAIR OR REPLACEMENT, AT POLAR'S OPTION, OF ANY PARTS DAMAGED AS A RESULT OF FAULTY WORKMANSHIP. DUE TO POSSIBLE INTERNAL DEFECTS, POLAR WILL NOT WARRANTY ANY REUSED MAGNAFLUXED PARTS. PARTS LEFT IN THE EQUIPMENT OR REUSED IN THE RECONDITIONING OF EQUIPMENT AND ANY PORTIONS OF THE EQUIPMENT NOT AFFECTED IN THE RECONDITIONING OF THE EQUIPMENT WILL BE COVERED ONLY BY PREVIOUS WARRANTIES, IF ANY.

POLAR INDUSTRIAL SERVICES LTD. REBUILT ENGINE/LONG BLOCK WARRANTY

POLAR INDUSTRIAL SERVICES LTD. WARRANTS ANY POLAR REBUILT EXCHANGE ENGINE SOLD BY POLAR TO BE FREE FROM DEFECTS IN MATERIALS & WORKMANSHIP UNDER NORMAL USE & SERVICE; AS OUTLINED IN EACH CLASS

- **CLASS A** – REBUILT ENGINE 12 MONTHS PARTS, 6 MONTHS LABOR.
- **CLASS B** – INFRAMED ENGINE 6 MONTHS ON INFRAME COMPONENTS, HEADS, INJECTORS, 6 MONTHS LABOR.
- **CLASS D** – CHECKED OUT ENGINE/USED 30 DAYS ON MAJOR CASTINGS ONLY. MAJOR CASTINGS INCLUDE BLOCK, CRANK, RODS & HEADS. WARRANTY DOES NOT COVER OIL LEAKS OR OIL CONSUMPTION.
- **CLASS E** – LONG BLOCKS 6 MONTHS PARTS, 6 MONTHS LABOR, (OIL PUMP MUST BE EXCHANGED OR REBUILT).

POLAR INDUSTRIAL SERVICES LTD. USED PARTS WARRANTY

POLAR INDUSTRIAL SERVICES LTD. DOES NOT WARRANT ANY USED PARTS SOLD. USED PARTS ARE SOLD ON THE BASIS "AS IS CONDITION". IT IS THE CUSTOMERS RESPONSIBILITY TO EXAMINE THE PART PRIOR TO INSTALLATION. IF UNACCEPTABLE, CUSTOMER MAY RETURN FOR A REPLACEMENT OR REFUND.

**ALL WARRANTY IS F.O.B. POLAR INDUSTRIAL SERVICES LTD.
ALL WARRANTY CLAIMS MUST BE SUBMITTED WITHIN 30 DAYS OF REPAIR COMPLETION – NO EXCEPTIONS**

POLAR INDUSTRIAL SERVICES LTD. WARRANTY PROCEDURE

- ALL PARTS SUPPLIED & REPAIR WORK DONE BY POLAR INDUSTRIAL SERVICES LTD. WHICH MAY BE THE SUBJECT OF ANY MANUFACTURER'S WARRANTY, WILL BE BILLED TO THE OWNER BY POLAR INDUSTRIAL SERVICES LTD. AND SHALL BE PAID FOR IN THE NORMAL MANNER WHILE A WARRANTY CLAIM IS BEING INITIATED WITH THE MANUFACTURER AND THE ALLEGED DEFECTIVE PARTS ARE BEING EXAMINED. IF AND WHEN POLAR INDUSTRIAL SERVICES LTD. RECEIVES A CREDIT FROM THE MANUFACTURER AS A RESULT OF WARRANTY, THIS CREDIT WILL BE CREDITED TO THE OWNER OF THE EQUIPMENT.
- ALL CLAIMS MUST HAVE **PRIOR AUTHORIZATION** TO PROCEED WITH REPAIRS. THE ENGINE SERIAL NUMBER AND A COPY OF THE PURCHASE INVOICE MUST BE SUPPLIED TO POLAR INDUSTRIAL SERVICES LTD. AT THE TIME OF THE REQUEST FOR REPAIR AUTHORIZATION.
- ALL CLAIMS FOR ENGINES MUST BE ACCOMPANIED BY AN OIL SAMPLE AND A FUEL SAMPLE FROM THE DEFECTIVE ENGINE.
- THE VEHICLE OR MACHINE MUST HAVE AN OPERATING SPEEDOMETER OR ENGINE HOUR METER AT ALL TIMES TO VALIDATE WARRANTY.
- ENGINE SERVICING AND COMPONENTS MUST BE MAINTAINED TO ORIGINAL MANUFACTURER'S SPECIFICATIONS.
- EXCEPT UNDER PREARRANGED CONDITIONS WHERE WARRANTY WORK MAY BE DONE BY AUTHORIZED PERSONS, WARRANTY WORK WITH LABOR COVERAGE MUST BE DONE BY POLAR INDUSTRIAL SERVICES LTD.
- IN THE EVENT THAT LABOR COVERAGE IS DEEMED APPLICABLE BY POLAR INDUSTRIAL SERVICES LTD. NORMAL OEM FLAT RATE TIME WILL APPLY AT \$40.00 PER HOUR.
- ALL WARRANTY WORK WILL BE DONE ON A STRAIGHT TIME BASIS. IF CUSTOMER REQUESTS OVERTIME REPAIR SERVICE, THEN THE CUSTOMER WILL BE CHARGED THE DIFFERENCE BETWEEN STRAIGHT TIME AND OVERTIME.
- ALL CLAIMS AND ALLEGED FAILED PARTS, COMPLETE WITH POLAR INDUSTRIAL SERVICES LTD. "WARRANTY REQUEST" FORM, COMPLETELY FILLED OUT – WITH ALL INFORMATION AND SUPPORTING DOCUMENTS, MUST BE SUBMITTED **NO LATER THAN 10 DAYS** AFTER COMPLETION OF REPAIRS.

POLAR INDUSTRIAL SERVICES LTD. WARRANTY LIMITATIONS

- POLAR INDUSTRIAL SERVICES LTD. SHALL IN NO EVENT BE LIABLE FOR FAILURE RESULTING FROM OWNER OR OPERATOR ABUSE OR NEGLIGENCE SUCH AS OPERATION WITHOUT ADEQUATE COOLANT, FUEL OR LUBRICANTS; OVERFUELING; OVERSPEEDING; LACK OF MAINTENANCE OF LUBRICANTS, FUEL, COOLING OR AIR INTAKE SYSTEMS; PROPER STORAGE; STARTING, WARM-UP, RUN-IN, OR SHUTDOWN PRACTICES.
- POLAR INDUSTRIAL SERVICES LTD. SHALL IN NO EVENT BE LIABLE FOR TOWING CHARGES, MAINTENANCE ITEMS, SUCH AS OIL, FILTERS, BELTS, HOSES, ETC., COMMUNICATION EXPENSES, MEALS, LODGING AND INCIDENTS EXPENSES INCURRED BY OWNER OR EMPLOYEES OF OWNER, DOWNTIME EXPENSES, CARGO DAMAGES AND ALL BUSINESS COSTS AND LOSSES OF REVENUE RESULTING FROM A WARRANTABLE FAILURE.
- POLAR INDUSTRIAL SERVICES LTD. SHALL IN NO EVENT BE LIABLE FOR FAILURE RESULTING FROM IMPROPER REPAIR BY OTHERS OR THE USE OF PARTS NOT APPROVED BY POLAR INDUSTRIAL SERVICES LTD.
- POLAR INDUSTRIAL SERVICES LTD. SHALL IN NO EVENT ADMINISTER WARRANTY ON ENGINES DRIVEN TO DESTRUCTION.
- POLAR INDUSTRIAL SERVICES LTD. SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, IMMEDIATE, SPECIAL, CONSEQUENTIAL, OR OTHER INJURY, DAMAGE OR LOSS WHATSOEVER INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: PERSONAL INJURIES (INCLUDING DEATH), DAMAGE TO THE EQUIPMENT ON WHICH POLAR INDUSTRIAL SERVICES LTD. HAS PERFORMED WARRANTY WORK OR ANY OTHER EQUIPMENT OR PROPERTY; LOSS OF USE OF THE SAID EQUIPMENT OR ANY OTHER EQUIPMENT OR PROPERTY; LOSS FROM FAILURE OF THE SAID EQUIPMENT OR ANY OTHER EQUIPMENT TO OPERATE FOR A PERIOD OF TIME; LOST OVERHEAD OR ANY OTHER LOST EXPENSES, ANY OTHER COMMERCIAL, ECONOMIC OR MORAL LOSS, WHETHER CAUSED OR CONTRIBUTED TO BY THE DELIVERY, OPERATION OR POSSESSION OF THE SAID EQUIPMENT, OR BY ANY DEFECTS IN PARTS OR WORKMANSHIP OR BY THE DEFAULT OR NEGLIGENCE OF POLAR INDUSTRIAL SERVICES LTD., ITS' EMPLOYEES, SERVANTS, OR INVITEES, OR BY ANY OTHER CAUSE OR REASON WHATSOEVER.
- THE WARRANTIES SET FORTH ABOVE ARE THE SOLE WARRANTIES OF POLAR INDUSTRIAL SERVICES LTD. AND ARE IN LIEU OF ANY OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- NO ORAL OR WRITTEN STATEMENT OR REPRESENTATIONS SHALL BE BINDING UPON POLAR INDUSTRIAL SERVICES LTD. UNLESS ENDORSED HEREON AND SIGNED BY POLAR INDUSTRIAL SERVICES LTD. AUTHORIZED REPRESENTATIVE.
- THE OBLIGATION OF POLAR INDUSTRIAL SERVICES LTD. UNDER THIS SERVICE WARRANTY ARE TO PERFORM WARRANTY WORK ON SPECIFIC COMPONENTS AND ASSEMBLIES AND TO REPAIR THE SAME TO REPAIR STANDARD AS ESTABLISHED BY POLAR INDUSTRIAL SERVICES LTD.

