

ATS DIESEL PERFORMANCE LIMITED WARRANTY STATEMENT – TERMS AND CONDITIONS

NOVEMBER 2016

Important General Provisions

1. This Warranty does **not cover broken transmission shafts**. If ATS Diesel Performance (“ATS”) determines, through reasonable evidence and inspection, you have broken a transmission shaft, hub, or gear set, then the Company reserves the right to refuse coverage under these express terms.

Initials: _____

2. ATS warrants to the **original purchaser only**, that any items purchased shall be covered for defects in material and/or workmanship.

Initials: _____

3. ATS reserves the exclusive right to determine the course of action regarding repair and/or replacement of any and all warrantable products.

Initials: _____

4. Entering into this contract, the purchaser accepts there will be **no cash refunds for products installed or used in any way**. Any compensation for unused product is at the sole discretion of ATS.

Initials: _____

5. All decisions made by ATS are final. In the event of a Warranty claim, all warrantable products must be returned, prepaid, with a complete service history and proof of purchase (date/invoice).

Initials: _____

6. ATS must have **Warranty Registration information from the consumer for the product in question**.

Initials: _____

7. Repaired or replaced product will be returned to the consumer, freight collect. Accepted Warranty units, which have been replaced, become the sole property of ATS.

Initials: _____

8. In the event of a Warranty repair or replacement, product Warranty period continues from the original date and vehicle mileage of the original purchase of the product, except in the event that the product has been transferred ownership.

Initials: _____

9. If you have trouble with an ATS part, you may **not, under any circumstance**, bring any legal action against ATS under the terms of this Warranty outside of Jefferson County, Colorado.

Initials: _____

ATS is NOT RESPONSIBLE OR LIABLE under this Warranty if the consumer *does not return a required core* within the allotted time. Most items must be returned within 20 days.

ATS is relieved from any responsibility or liability under this Warranty on any product for which invoices carry an open balance; i.e.: all bills must be paid in full and all cores must have been returned before ATS will even consider a Warranty replacement or repair.

ATS may amend this Warranty from time to time, at its discretion, to keep up with changing business conditions and technology.

In the Event of a Failure

ATS products generally carry a **FIVE YEAR/FIVE HUNDRED THOUSAND MILE (5 yr/500,000 mile)** Warranty. **There are several exceptions, so refer to the Warranty's specific terms and conditions.** All labor, shipping, or any other charges associated with the product and the product's failure are not covered under Warranty. Labor and/or shipping charges will not be refunded under any circumstance. After the one-year anniversary date of the original purchase, there is a limited parts replacement Warranty only.

In the event of a product failure, the consumer must return the defective product to ATS for inspection before a replacement is sent to the consumer. After ATS inspects the product and completes the failure analysis, the inspection officer at ATS will provide written documentation stating the condition of the product and determine, to the best of his or her ability, what caused the malfunction or complaint. Based on the findings of the inspection report, ATS will determine whether there is a valid Warranty claim.

Should a consumer require immediate service, and chooses not to wait for their product to be returned to ATS for inspection, service, and potential repair or replacement, the consumer can purchase a replacement product from ATS. The consumer must pay the full current MSRP, the applicable core charge, and shipping to and from ATS' shop. When the defective product arrives, ATS will refund the core charge and inspect the product. During inspection, ATS will assess the product for warrantable damage. If the original product has indeed failed under the terms of the original Warranty, **ATS will refund the full purchase price for the replacement product only.** If the product has failed due to any issue **not covered** under the original Warranty, ATS will assess charges to the consumer based on any parts necessary to return the product to nominal ATS standards. ATS will deduct the total cost of required parts from the replacement product's purchase price, and the consumer will be refunded the difference (if any) between the purchase price paid for the replacement product and the cost of parts.

If the consumer can wait for their product to be returned to ATS for inspection, service, and potential repair or replacement, **the consumer** pays shipping to and from ATS' shop. When the defective product arrives in Colorado, ATS will inspect the product. ATS will then assess the product for warrantable damage. If the product has failed under the terms of the original Warranty contract, ATS will repair or replace the product – **at ATS's discretion.** If the product has failed due to any issue **not covered** under the original Warranty, ATS will assess charges to the consumer based on any parts necessary to return the product to nominal ATS

standards. ATS will bill the consumer for the total cost of parts required for repair of the product, and shipping to and from Colorado, prior to the repaired/replaced product being sent to the consumer.

ATS expressly reserves the right to cover consequential damages. For example, if ATS' torque converter fails under applicable conditions and within the Warranty term, ATS is not liable for any damage that failure would cause to the transmission or other vehicle components. The consumer expressly agrees and acknowledges that ATS is not responsible for any consequential damage that may or may not have been related to its product failure.

ATS 68RFE Automatic Transmissions

This section incorporates Section 2, entitled "In the Event of a Failure."

ATS 68RFE Automatic Transmissions carry a warranty depending on the stage of transmission that is purchased. This Warranty breaks down as follows:

1. Stage 1 Transmission, ATS case brace, 5 Star Converter, Deep Pan
 - a. No Tuning/Copilot - 1 year/ 100,000 miles
2. Stage 2 Transmission, ATS case brace, OD Hub, UD Hub, Compound Planet Assemble, 5 Star Converter, Deep Pan
 - a. No Tuning/Copilot - 1 year/ 100,000 miles
 - b. Approved TCM Tuning - 3 years/ 300,000 miles
 - c. Copilot Lite - 5 year/ 500,000 miles
 - d. Copilot Lockup - 5 year/ 500,000 miles
3. Stage 3 Transmission, ATS case brace, OD Hub, UD Hub, Compound Planet Assemble, 5 Star Converter, Deep Pan, ATS Billet Flex Plate
 - a. No Tuning/Copilot - 1year/ 100,000 miles
 - b. Approved TCM Tuning - 3 years/ 300,000 miles
 - c. Copilot Lite - 5 years/ 500,000 miles
 - d. Copilot Lockup - 5 years/ 500,000 miles
4. Stage 4 Transmission, ATS case brace, OD Hub, UD Hub, Compound Planet Assemble, 5 Star Converter, Deep Pan, ATS Billet Flex Plate, ATS Billet Input Shaft
 - a. No Tuning/Copilot - 1 year/ 100,000 miles
 - b. Approved TCM Tuning - 3 years/ 300,000 miles
 - c. Copilot Lite - 5 years/ 500,000 miles
 - d. Copilot Lockup - 5 years/ 500,000 miles

This Warranty shall not apply to any automatic transmission that has been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, accidents, or neglect. This Warranty shall not apply to an automatic transmission that has been improperly repaired, maintained and/or altered by the owner or his agent/tech. This includes (but is not limited to) Items 1, 2, and 3 – listed here:

1. Broken, fractured, or sheared shafts/gears and damaged cases are not covered under this Warranty.
2. Damage to the front pump due to mis-installation or misalignment of the torque converter.

3. Damaged gear train due to insufficient lubrication as a result of:

- a. Low fluid level
- b. Improperly serviced transmission
- c. Modifications to cooler system that are not approved by ATS (i.e.: external transmission filter, restricted cooler lines)
- d. Non-updated snap-in connectors in cooler lines (Dodge Specific: 94-98.5 must be upgraded to screw-in cooler lines)

ATS will not pay for any fluids replaced in the event of a transmission failure. Synthetic fluids are not covered under any circumstance. The consumer is responsible for the cost of **Synthetic ATF**. This Warranty does not cover cooler flow lower than 300 gallons per hour upon installation. If ATS discovers the cooler flow is insufficient to support the proper transmission operation, the company reserves the express right herein to void this Warranty.

Most importantly, all transmission shafts are not covered by this Warranty on any transmission due to the capability of certain situations to cause stress-loads beyond the structural ability of the shaft. ATS' Automatic Transmission Warranty is NOT transferable.

Line pressures must be tested at time of install. **(This is mandatory for implementation of this Warranty.)**
Measure the following:

1. Idle line pressure test: Idle vehicle in Drive. Note pressure and record on ATS' Warranty registration page.
2. Stall line pressure test: Place vehicle in drive with emergency brake on and pump stop brake 3 times. Hold stop brake with left foot while pressing accelerator to wide-open throttle for 3 seconds. Note maximum pressure and record on ATS' Warranty registration page.

ATS Automatic Transmissions

******NOTICE PLEASE SEE ATS 68RFE AUTOMATIC TRANSMISSIONS ABOVE FOR WARRANTY INFORMATION ON 68RFE AUTOMATIC TRANSMISSION. ALL OTHER TRANSMISSIONS FOLLOW THE BELOW WARRANTY GUIDELINES.******

This section incorporates Section 2, entitled "In the Event of a Failure."

ATS Automatic Transmissions carry a **FIVE YEAR/FIVE HUNDRED THOUSAND MILE (5 yr/500,000 mile)** Warranty. This Warranty shall not apply to any automatic transmission that has been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, accidents, or neglect. This Warranty shall not apply to an automatic transmission that has been improperly repaired, maintained and/or altered by the owner or his agent/tech. This includes (but is not limited to) Items 1, 2, and 3 – listed here:

1. Broken, fractured, or sheared shafts/gears and damaged cases are not covered under this Warranty.
2. Damage to the front pump due to mis-installation or misalignment of the torque converter.
3. Damaged gear train due to insufficient lubrication as a result of:
 - a. Low fluid level
 - b. Improperly serviced transmission
 - c. Modifications to cooler system that are not approved by ATS (i.e.: external transmission filter, restricted cooler lines)
 - d. Non-updated snap-in connectors in cooler lines (Dodge Specific: 94-98.5 must be upgraded to screw-in cooler lines)

ATS will not pay for any fluids replaced in the event of a transmission failure. Synthetic fluids are not covered under any circumstance. The consumer is responsible for the cost of **Synthetic ATF**. This Warranty does not cover cooler flow lower than 300 gallons per hour upon installation. If ATS discovers the cooler flow is insufficient to support the proper transmission operation, the company reserves the express right herein to void this Warranty.

Most importantly, all transmission shafts are not covered by this Warranty on any transmission due to the capability of certain situations to cause stress-loads beyond the structural ability of the shaft. ATS' Automatic Transmission Warranty is NOT transferable.

Line pressures must be tested at time of install. **(This is mandatory for implementation of this Warranty.)**
Measure the following:

1. Idle line pressure test: Idle vehicle in Drive. Note pressure and record on ATS' Warranty registration page.
2. Stall line pressure test: Place vehicle in drive with emergency brake on and pump stop brake 3 times. Hold stop brake with left foot while pressing accelerator to wide-open throttle for 3 seconds. Note maximum pressure and record on ATS' Warranty registration page.

ATS Manual Transmissions

This section incorporates Section 2, entitled "In the Event of a Failure."

ATS manual transmissions carry a 1-year/12,000 mile Warranty. ATS will not pay for any fluids replaced in the event of a transmission failure.

Manual transmission shafts and gears are not covered by this Warranty on any transmission due to the capability of certain situations to cause stress-loads beyond the structural ability of the shaft or gear.

ATS Five Star Viskus Clutch Drive and ATS TripleLok Torque Converters

This section incorporates Section 2, entitled "In the Event of a Failure."

Five Star Viskus Clutch Drive Torque Converters (“Converters”) carry a **FIVE YEAR/FIVE HUNDRED THOUSAND MILE (5 yr/500,000 mile) Warranty**. This Warranty shall not apply to any Converter that has been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, accidents, or neglect. This Warranty shall not apply to a Converter that has been improperly repaired, maintained and/or altered by the owner or his agent/tech. This includes, but is not limited to the following:

1. Mis-installation resulting in Converter hub damage.
2. Stripped bolts or use of bolts other than those supplied by ATS.

ATS will not pay for any fluids replaced in the event of a Converter failure. Synthetic fluids are not covered under any circumstance. If Synthetic ATF is to be installed, the consumer will be responsible for the cost. ATS’ Converter Warranty is **not transferable**.

Automatic Transmission Clutch Rebuild Kits

This section incorporates Section 2, entitled “In the Event of a Failure.”

Automatic Transmission Clutch Rebuild Kits (the “Kit”) carry a **ONE YEAR PARTS ONLY** Warranty exclusively against manufacturer’s defects. This Warranty shall not apply to any Kit that has been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, accidents, or neglect. This Warranty shall not apply to a Kit that has been improperly repaired, maintained and/or altered by the owner or his agent/tech. This includes, but is not limited to the following:

1. Mis-installation resulting to clutch damage.
2. Damaged clutches or steel plates as a result of low fluid conditions, low line pressure, or excessive power applications.

ATS will not pay for any fluids replaced in the event of a Kit failure. Synthetic fluids are not covered under any circumstance. If **Synthetic ATF** is to be installed, the consumer will be responsible for the cost. ATS’ Kit Warranty is **not transferable**. Under no circumstance shall there be any labor Warranty or other Warranty coverage on Kits beyond the replacement of individual Kit components/parts.

Aurora Series Turbochargers

This section incorporates Section 2, entitled “In the Event of a Failure.”

Aurora Series Turbochargers (“Turbos”) carry a **FIVE YEAR, FIVE HUNDRED THOUSAND MILE (5 yr/500,000 mile) non-transferable**, limited parts only replacement Warranty. This Warranty shall not apply to any Turbo that has been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, accidents, or neglect. This Warranty shall not apply to a Turbo that has been improperly repaired, maintained and/or altered by the owner or his agent/tech.

Damage due to plugged oil return lines, thrust bushing/bearing damage due to excessive Turbo surge, and/or lack of supply oil to the cartridge are not covered under this Warranty. ATS' Warranty does not cover broken Turbo shafts or damage if debris are sucked into the Turbo's compressor wheel. However, in the event of an uncovered failure, ATS will inspect the Turbo for damage and charge the consumer only for hard parts replaced.

ATS Diesel Performance Exhaust Manifolds

This section incorporates Section 2, entitled "In the Event of a Failure."

ATS Exhaust Manifolds ("Manifolds") carry a **FIVE YEAR/FIVE HUNDRED THOUSAND MILE (5 yr/500,000 mile) non-transferable, limited parts only replacement Warranty.** This Warranty shall not apply to any Manifold that has been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, accidents, or neglect. This Warranty shall not apply to a Manifold that has been improperly repaired, maintained and/or altered by the owner or his agent/tech.

ATS Diesel Performance Electronics

This section incorporates Section 2, entitled "In the Event of a Failure."

ATS Electronics ("Electronics") carry a **ONE (1) YEAR non-transferable replacement Warranty.** This Warranty shall not apply to any Electronics that have been improperly stored or installed. This Warranty shall not apply to misapplication, improper operating conditions, accidents, or neglect. This Warranty shall not apply to electronics that have been improperly repaired, maintained, and/or altered by the owner or his agent/tech. ATS will notify the consumer of its coverage.

International ATS Warranty Coverage for ATS

This section incorporates Section 2, entitled "In the Event of a Failure."

This clause applies to all parts/products manufactured or assembled by ATS Diesel Performance outside of North America(USA, Canada, Mexico). The parts included in this warranty include, but not limited to the following :

1. ATS Built transmissions, torque converters, clutch and rebuild kits.
2. ATS Aurora line of Turbochargers and kits.
3. Exhaust manifolds and kits.
4. Twin Fueler CP3/CP4 kits.

This Warranty clause covers PARTS only. The customer is responsible for all shipping and labor costs. Please see the terms of this Warranty under each product for coverage.

Labor Coverage for ATS Automatic Transmissions and Five Star Viskus Clutch Drive/TripleLok Torque Converters

The product/service Warranty shall terminate at the end of the 5-year anniversary date from the time of original purchase, or 500,000 original miles (whichever occurs first). How the ATS product was installed and serviced determines the Warranty criteria (set forth herein as "In-Network" installations or "Out-Of-Network" installation):

1. OUT-OF-NETWORK INSTALLATIONS:

- a. If an unauthorized installer installed the ATS product, ATS will cover parts costs only for a total of 5 years or 500,000 miles (whichever occurs first) from the original date of purchase. The consumer is responsible for any labor cost, as well as other costs, including but not limited to shipping charges, rental vehicle costs, towing costs, lost wages, and any other such similar costs; and
- b. In the event ATS determines that a new unit is to be sent to replace a defective unit, the consumer may be required to purchase the new unit as stated under specific product sections above.

2. IN-NETWORK INSTALLATIONS:

- a. In all circumstances, Customer and/or the ATS' Authorized Dealer must contact ATS so it may authorize all procedures; and
 - i. Customer must submit written proof of installation date; and
 - ii. Customer must submit a copy of the **paid** repair invoice with the date of failure and repairs completed; and
 - iii. Said invoice must contain:
 1. Customer complaint; and
 2. Cause of failure (diagnosis); and
 3. Remedy or repair necessary to correct the failure, and
 4. Itemized invoice reflecting same, including repair hours and rate.
- b. If an In-Network Installer installed the product:
 - i. the Warranty will cover the following costs up until the first anniversary of purchase (see LABOR COVERAGES below), Labor at a specified rate; and
 - ii. Normal ground shipping

ATS will cover costs at its discretion. Until the product has been approved in writing, via an ATS RMA, for return or repair by ATS at one of the ATS Authorized Installers, the consumer will be responsible for all labor, shipping, and any other costs incurred as set forth herein.

The Following is NOT Covered Under Warranty

ATS is **NOT LIABLE** for any towing charges, travel/lodging expenses, lost wages, business losses, replacement vehicle charges, or any other resulting charges due to the failure of the component in question. Labor and/or shipping charges are only covered for specified items, if an ATS Authorized Installer has installed the product and it is within the first year of the Warranty.

ATS' Limited Labor Warranty does not apply to extreme horsepower or race applications, and does not apply to any engine modifications as built by ATS, its agents, or any third parties. ATS reserves the

exclusive right to determine whether its products have been used for extreme horsepower and race applications, and reserves the exclusive right to void this Warranty if its investigation reveals the same.

Aside from provisions set forth in this statement or other ATS Warranty related documents, ATS disclaims any implied warranties of merchantability and fitness for a particular purpose. ATS disclaims any liability for incidental or consequential damages including but not limited to: repair labor, rental vehicles, hotel costs, emotional distress, or any other inconvenience costs. **This Warranty is in lieu of all other warranties or guaranties, either express or implied, and shall not extend to any consumer or to any person other than the original purchaser residing within the boundaries of the continental U.S. or Canada.**

Service Intervals for ATS Automatic Transmissions and Five Star Viskus Clutch Drive Torque Converters

A qualified automotive shop must service the ATS transmission **at every service interval recommended by the vehicle's manufacturer** to ensure Warranty for the full 5 years/500,000 miles. Service typically includes replacing fluid, filter and gasket. Customer must provide the Invoice for the terms provided. Consumers who are certified technicians must obtain ATS express written authorization before servicing their ATS product.

Notification

There are **no cash refunds**. In the unlikely event the consumer is dissatisfied with one of the products or services provided by ATS, the only remedy available under the terms of this agreement is to have repair or replacement services provided under the Warranty, or to trade products for like ATS manufactured products and services. If the consumer attempts a credit card chargeback on any product purchased from ATS, the consumer agrees to refund the full amount of the chargeback plus a 50% penalty for the inconvenience and accounting costs.

In case any dispute arises of any nature by consumer against ATS (including, but not limited to Warranty claims), such disputes brought by consumer must be resolved in Jefferson County, Colorado, in Jefferson County/District Court. ATS expressly reserves the right to sue consumer in Jefferson County/District Court to collect any unpaid accounts, and consumer agrees to jurisdiction and venue of said Courts.

Warranty Registration

Please go online to www.atsdiesel.com/Warrantyregistration to register your product(s). **This is important!** The registration is necessary to activate your ATS Warranty. ATS must have the Warranty Registration information on-file for each warrantable product to receive any type of Warranty coverage for that product. **In the event the consumer does not register their product with ATS, this Warranty is valid only for one (1) year and 100,000 miles.**

ATS 68RFE Transmission Warranty Rider

Due to the nature of the 68RFE, and how Dodge originally designed the Transmission Control Module ("TCM"), there are inherent issues with the transmission's shift calibrations, which severely affect performance and longevity. Fortunately, ATS has identified these issues and we have the ability to correctly calibrate them by offering supporting products.

These products are: The ATS Co-Pilot when used in conjunction with the Stock Dodge (OEM) TCM transmission calibration or the H&S Overdrive TCM calibration. Without these support products installed, ATS must alter the terms of its Limited Warranty if there is an issue with your ATS 68RFE transmission. To ensure continued five-year, 500,000 mile Limited Warranty on your ATS 68RFE transmission, you **MUST** have installed the ATS Co-Pilot product and have a (stock OEM factory calibration or an H&S Overdrive calibration) installed in your TCM, at the time of installation of the ATS transmission, and have serial numbers registered with ATS **PRIOR** or during the installation and use of your new transmission.

ATS Co-Pilot (2007 to 2009) Part # 601-901-2326

- Utilized to optimize line pressure, TCC and clutch timing in the 68RFE

TCM calibration (This TCM is external of the ECM)

- Use the latest Dodge OEM Flash calibration update for the TCM
- or
- Use the H&S Overdrive calibration to control shift timing (No MCC)

ATS Co-Pilot (2010 to 2013) Part # 601-901-2356

- Utilized to optimize line pressure, TCC and clutch timing in the 68RFE

TCM calibration (This TCM is internal to the ECM)

- Use the latest Dodge OEM Flash calibration update for the TCM
- or
- Use the H&S Overdrive calibration to control shift timing (no MCC)

Note: When the Co-Pilot is installed on a 68-RFE it will override most commands sent from the TCM regardless of the calibration but it cannot always prevent negative CVI issued that ultimately cause transmission failure. This is the primary reason ATS will only support the factory and H&S pre-loaded calibration. In no event will ATS provide full transmission warranty when any other TCM calibration is used including H&S MCC, B&G, any custom tuning or other unknown TCM calibrations etc.

If you have all supporting products installed and registered before or at the date of your initial install and you have followed the ATS initial install instructions of your ATS transmission, then you are covered by the terms of ATS' five-year, 500,000 mile Limited Warranty.

If you do not have all supporting products installed and there is a failure related to your transmission, you will be responsible for the costs associated with the failure, this does not mean that your warranty of VOID it only means you will be required to pay for what ever damage has occurred to your transmission including shipping, labor etc. You will also have the opportunity to correct the calibration issues and reinstate the parts portion of your existing warranty.