



# BLACKROCK APU Warranty Program

Subject to all terms and conditions contained herein, Black Rock Systems LLC (Black Rock) warrants to the original buyer that under normal service and use the BLACK ROCK APU will be free from defects in material and workmanship for **two (2) years or four thousand (4000) hours** of operation, whichever comes first, from the date of original installation on a truck by a Black Rock authorized dealer (Dealer).

The YANMAR engine is warranted for a limited 3 years or 4000 hours. The first 2 years or 2000 hours of operation, whichever ever comes first, is warranted on all components. The 3<sup>rd</sup> year or hours from 2001 to 4000 hours of operation, only major components are covered under warranty.

***Black Rock will repair or replace, at its discretion, any part covered by this warranty that becomes defective, malfunctions or otherwise fails to conform to this warranty under normal use and during the term of this warranty, at no charge for parts or labor. Repair or replacement will be performed at any Dealer, upon presentation of proof of purchase and determination by Black Rock and its Dealer that a component is defective or has failed under normal service and use. Repair and replacement of components under this warranty shall not extend the warranty period for the APU or for any component of the APU.***

## DISCLAIMER OF OTHER WARRANTIES

Black Rock, **INCLUDING ITS AGENTS AND AUTHORIZED DEALERS, MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** No person, firm, or representative is authorized to assume any obligation or make any warranty on behalf of Black Rock other than the limited warranty as stated herein.

## MAINTENANCE

The BLACKROCK APU owner's manual lists all maintenance functions required to validate this limited warranty. **PLEASE NOTE THAT COMPONENTS, WHICH FAIL DUE TO POOR OR IMPROPER MAINTENANCE, WILL NOT BE COVERED BY THIS LIMITED WARRANTY.** As a condition of this warranty, Black Rock reserves the right to request proofs; in the form of receipts for maintenance and any other records, that service on the APU has been carried out as per the maintenance manual.

## INSTALLATION

In order to validate the BLACKROCK APU warranty, a Black Rock Dealer must install the unit. Black Rock is not responsible for components that fail as a result of improper installation.

## WARRANTY EXPECTATIONS

**This limited warranty does not apply to:**

1. Defects, malfunctions, or failures resulting from accidents, abuse, modifications, alteration, improper servicing, contamination, road hazards, or failure to perform required service
2. Normal maintenance services or parts associated with such services, including but not limited to filters, filter elements, oils, lubricants, coolant, refrigerant, belts, fuses, and glow plugs
3. Non-approved parts
4. Used parts
5. Any damage caused by overheating the APU that is not a direct result of a defect in APU materials or workmanship
6. Damage caused to the host truck, whether or not such damage is related in any way to the presence of the BLACKROCK APU on the truck

## WARRANTY CLAIMS

In order to obtain warranty repairs, the owner will need to provide verification of proof of purchase with the APU serial number to a Dealer. The names and addresses of Dealers are listed at [www.blackrockapu.com](http://www.blackrockapu.com), or owner may contact Black Rock directly to obtain the information.

The Dealer handling the warranty claim must call Black Rock for authorization of all warranty work, and may rely on Black Rock's written authorization, which must include the authorized number of labor hours for the warranty repair. Black Rock will deal with all component vendors, so the Dealer does not have to do so, though Black Rock may request that defective parts under warranty be dropped shipped from the Dealer to the original manufacturer on behalf of Black Rock.

#### **CLAIM REIMBURSEMENT**

Labor rate recovery is based on the Dealer's standard service rate, which must be a published and verifiable rate, multiplied by the Black Rock authorized number of labor hours.

Parts reimbursement is based on the Dealer's cost plus 20%.

All warranty reimbursement claims by Dealers must be submitted within one month of performance of the warranty work.

Parts replaced under this warranty must be retained for 90 days for inspection, and be sent to Black Rock if so requested. Return Material Authorization (RMA) numbers are required for all returned parts. Replaced warranty parts are covered for 3 months or the remainder of the original warranty period, whichever is longer.

All other expressed or implied warranties, including, without limitation, those arising under the law of equity and the implied warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded from the sale and purchase of the APU and related apparatus sold hereunder, regardless of whether a claim arises under contract or tort principles, or on any other basis. The buyer's sole remedy hereunder shall be limited to the repair or replacement of any nonconforming equipment or parts, but only if returned to a Dealer within the warranty period defined above, or with the express written approval of Black Rock management. Black Rock's liability on any and all claims for damage or loss related to the delivery, installation and use of the APU shall not exceed the original installed price of the APU. IN NO EVENT WILL BLACK ROCK BE LIABLE FOR: LOSS OF USE; LOSS OF PROFITS; LOSS OF, OR DAMAGE TO, SHIPPED GOODS; INCONVENIENCE; COMMERCIAL LOSS; OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### **TRANSFER OF WARRANTY**

This warranty shall be for the benefit of the initial purchaser. If a truck upon which the APU is installed is sold and the unit is not removed, the new owner may request in writing that Black Rock transfer the remainder of the original warranty. Such a request shall note the hours accumulated by the APU at the time of ownership transfer, as well as the initial date of installation.

If the APU is being removed and installed onto a different truck, then a Dealer must perform the installation, and the warranty transfer requested in writing as described above.

Upon approval by Black Rock, the new owner will be covered for the remaining warranty left on the APU. Black Rock reserves the right to deny transfer of warranty if these conditions are not met.

**This warranty is extended under the laws of the State of Nevada. Enforcement of this warranty shall be conducted according to the laws of the State of Nevada. By acceptance of this warranty, the owner of the APU agrees that any litigation and the resolution of any dispute between Black Rock and the owner of the APU shall be conducted exclusively in courts of the State of Nevada.**