



PROGRAM TERMS & CONDITIONS

This document outlines the policies of Global Emissions Systems Inc. (DPFXFIT™ is a registered trademark of GESi® / Global Emissions Systems Inc.) and supersedes all previous policy documents produced by Global Emissions Systems Inc. These policies pertain only to the items listed in a DPFXFIT™ price list and/or catalogue. All other products sold by GESi® are exempt from this policy document.

Customer Onboarding Requirements:

1. Completed DPFXFIT™ New Customer Form
2. Completed GESi® Credit Application
3. Program pricing offered
4. Account setup to accept orders

New customer accounts to be onboarded within 24-48 hours of receiving completed paperwork (#1 & #2 above).

Payment Terms

Standard Payment Terms are Net 30 days (on approved credit). All accounts receivable arrears shall bear interest at a rate of 1.5% per month or 18% per annum.

Orders will not be processed if a customer's account is not current when the order is received. A GESi® representative will immediately contact any customer whose account has been placed on credit hold.

We accept payment as follows:

- (ACH) Automated Clearing House Electronic Payments (USD funds for US accounts only)
- (EFT) Electronic Funds Transfer (CAD funds for Canadian accounts only)
- Credit card (where terms are not applicable)
- Company cheque (upon credit approval)
- Wire transfers

Order Placement

Orders may be placed in the following ways:

1. By Email:
 - All email orders are to be sent to orders@gesi.us
 - Please ensure that a P.O. number is clearly noted on the order/email.
2. By Telephone:
 - Order desk phone number is 1-888-758-4374
 - Orders may be placed by telephone as long a P.O. number is provided.

All orders will be processed on a first in – first out basis.



PROGRAM TERMS & CONDITIONS

Delivery Lead Times

Standard:

- **USA Warehouse** - orders received prior to 3:00PM EST will ship same day on a prepaid 2-Day Service Level.
- **Western Canada Warehouse** - orders received prior to 5:00PM EST will ship same day on a prepaid 2-Day Service Level.
- **Central Canada Warehouse** - orders received prior to 2:00PM EST will ship same day on a prepaid 2-Day Service Level.
- Based on the customer's proximity from the DPFxFIT™ shipping location, order(s) could arrive next day.

Expedited:

Next Day Air Service Level Flat Rate:

Canada Wide	\$200.00 CAD
Continental USA	\$150.00 USD

Next Day Early Service Level will be quoted on case-by-case base and charged accordingly

DPFXFIT™ is not responsible for courier shipping delays

Will Call/Customer Pick Ups

- **USA Warehouse** - Can be picked up approximately 1 hour after order acknowledgement
- **Western Canada Warehouse** - Can be picked up approximately 1 hour after order acknowledgement
- **Central Canada Warehouse** - Can be picked up approximately 2 hours after order acknowledgement

Product Returns

1. 1-year protected stock exchange

- o Applicable only to new customers that purchase the recommended stocking order.
- o Replacement 1 to 1 offsetting order for any non-moving stock within the initial 12-month period from the recommended stock purchase.
- o No restocking fee is applicable.
- o Return freight to be paid by customer.
- o Product must be in original packaging and in resalable condition.

2. Defective product return

- o See warranty process below.
- o Customer to send unit back to GESi®. If customer is not able to arrange return shipment, GESi® will schedule a Call Tag (UPS will send a driver with a return label to pick up the unit). Depending on outcome of warranty, customer could be liable for return shipping cost.
- o GESi® to cover return freight only after product is received and deemed warrantable with proof of customer's return shipping cost (only if shipped via Ground or Standard service level).

3. New product return (with offsetting order)

- Any product being returned must have been purchased within a 12-month period.
- GESi will issue a Return Merchandise Authorization number (RMA)
- A Return Form must be submitted using the RMA number assigned.
- \$200 (CAD/USD) restocking fee (per unit) is waived if a 1 to 1 offsetting order is placed for all products being returned.
- Return freight to be paid by customer.
- Product must be in original packaging (including any applicable clamps and/or gaskets) and in a resalable condition.

4. New product return (without offsetting order)

- Any product being returned must have been purchased within a 12-month period.
- GESi will issue a Return Merchandise Authorization number (RMA)
- A New Product Return Form must be submitted using the RMA number assigned.
- \$200 (CAD/USD) restocking fee per unit
- Return freight to be paid by customer.
- Product must be in original packaging (including any applicable clamps and/or gaskets) and in a resalable condition.

Warranty/Defective Merchandise

- All DPFXFIT™ aftertreatment products are covered by a limited 3-year, unlimited mileage warranty.
- All DPFXFIT™ accessory products (clamps, gaskets & sensors) are covered by a limited 1-year warranty.
- All warranty claims are subject to inspection by a GESi® representative.
- Proof of purchase within 3-year warranty period is required for all warranty claims.

Warranty Process:

1. GESi® will issue a Return Merchandise Authorization number (RMA)
2. A Product Return Form must be submitted using the RMA number assigned.
 - All items being claimed for warranty credit are to be returned to GESi® within thirty (30) days of receiving the Return Authorization number/form.
 - Please be sure to clearly mark the Return Authorization number on the shipment.
3. Customer to ship product back to GESi® (at their expense), if customer is not able to arrange return shipment, GESi® will schedule a Call Tag (UPS will send a driver with a return label to pick up the unit) and upon receipt of these goods, a GESi® representative will physically inspect all returned items to determine if they are defective and still within the warranty terms and conditions. Depending on outcome of warranty, customer could be liable for return shipment cost.
4. All products deemed not warrantable can be returned to the customer at their discretion/expense.
5. For all warrantable products, a credit note will be issued to their account for the original purchase price.
 - Credit Notes for warranty items will be issued within thirty (30) days of receiving the shipment from the customer.



PROGRAM TERMS & CONDITIONS

General:

GESi® reserves the right to add, delete or amend its product line from time to time. GESi® reserves the right to unilaterally amend or terminate all or any part of this policy from time to time without cause or prior notice to the customer. In the event of a conflict between a purchase order and the terms of this policy then the terms of this policy shall govern. By issuing a purchase order to GESi® the customer shall be deemed to accept the terms of this policy. In the event any provision herein is unenforceable or not permitted by law or regulation it shall be deemed to be deleted for all purposes.

Warranty Terms & Conditions

- Global Emissions Systems Inc. (GESi®) agrees to repair or replace any DPFXFIT™ product as a direct result of a defect in the original workmanship or materials sourced by GESi® which causes a malfunction or breakdown of a DPFXFIT™ product during the warranty period, provided that:
 - The DPFXFIT™ product is new at the time of purchase or lease by the warranty owner.
 - The warranty is not transferable without the prior written consent of GESi®
 - The DPFXFIT™ product has only been used on the engine it was originally installed on unless prior written consent is provided by GESi®
 - The DPFXFIT™ product has only been used with a low sulphur fuel source of Diesel and/or Bio-Diesel.
 - The repair is made by GESi® or by an authorized GESi® dealer.
 - The warranty owner pays any applicable removal and installation costs.

The original DPFXFIT™ product must be returned for repair or replacement at the discretion of GESi®. GESi® and the product owner agrees that GESi®'s liability in respect of an authorized repair is limited to the cost of repairing or replacing the DPFXFIT™ product with a replacement unit. All parts of the DPFXFIT™ are covered under warranty for thirty-six (36) months, unlimited mileage.

What's Covered:

- Workmanship (faulty weld).
- Faulty/cracked/damaged substrate.
- Incorrect bung, fitting and/or mounting hardware on the unit.
- Incorrect location of bung, fitting and/or mounting hardware on the unit.
- Missing components (bung, fitting, mounting hardware, etc.) on the unit.
- Damage during shipping, resulting in inability to install unit (with evidence that can be reasonably determined to be the result of shipping ie; damage to outside of box showing point of impact).



PROGRAM TERMS & CONDITIONS

What is not covered:

- Repairs or replacement resulting from accidental damage (unit dropped, installation errors, etc.)
- Repairs or replacement resulting from damage from an external cause (road hazard or impact by road debris).
- Use of improper fuel resulting in repairs or replacement caused after the use of diesel fuel with sulphur content greater than 0.5%.
- Operation after engine wear results in excessive oil consumption or when the engine has not been properly maintained.
- Any evidence of a thermal event or upstream condition that could cause any one of the following:
 - o Example: melted substrate or filter/catalyst wall
 - o Example: high soot loading (filter/catalyst is clogged, restricted flow, etc.)
- Damaged filter due to contamination from but not limited to oil, fuel and/or coolant.
- Repairs or replacement resulting from alterations or modifications to the engine and/or aftertreatment system.
 - o Example: ECU shows faults related to the aftertreatment system or engine within warranty period/claim.
 - o Example: part of aftertreatment system removed/deleted.
- Repair or replacement resulting from normal vibration, deterioration, distortion or deformation.
- Where there is evidence of tampering with the odometer or other device for measuring the length of engine use.
- Any alteration of the DPFXFIT™ product.
- Unauthorized repairs.
- Labour for removal and installation of the DPFXFIT™ product.
- Where repair or replacement is required as a result of environmental causes, acts of riot or similar causes or acts of God.
- All consequential and/or resultant loss damage, injury, death and expenses resulting from any kind whatsoever suffered by any person or thing except as specifically provided for herein.