Diesel Control Service, LLC

Service agreement

General agreement for all services

1. All devices and unrepairable cores left at Diesel Control Service (DCS) for longer than 18 months become property of DCS. If you have a repair job that's been here for more than three months and you have not received an invoice, a request for more information, or a request to approve work or programming changes then please call us if you want the device returned to you. If DCS did not attempt a repair because of extensive damage then all that is due is the return shipping. Otherwise any associated testing, diagnostic and labor fees in addition to the cost of the return shipping will be due before the device(s) are shipped out. Provide the contact information and return shipping information you used when you mailed the device in so that we may verify that you're the owner of the device.
2. Always provide a return address, a phone number, and email address on or in the box you ship the device in. You can also write your contact information on the ECM itself. Paint marker work's best and don't forget to include a phone number.
3. I understand any services rendered by DCS may void the original manufacturer's warranties for the device. DCS does not assume, and expressly disclaims, any liability in the event that the manufacturer's warranties are voided due to service provided by DCS.
4. I expressly waive all claims against DCS for any damages to the device due to service by DCS which includes, but is not limited to truck damage, towing fees, down time losses or expenses that are incidental to the service rendered by DCS.

DCS rebuilt replacement ECM agreement

1. DCS does not have physical access to the engine so you are responsible for properly diagnosing the ECM as the problem.
2. Identifying the ECM as the source of an engine problem can be tricky. Let DCS help you verify the ECM is bad. Sometimes an ECM will alter the engine's injection timing and intentionally or unintentionally compensate for a condition or issue detected by the computer. This can make mechanical problems have intermittent symptoms. Also, ECM's react to intermittent sensor and wiring harness problems. This leads many technicians to diagnose the ECM as the problem when it's reacting to bad information from its sensors. You and your technician need to be aware of this before deciding that your ECM is the cause of your engine's problem. If you send in the ECM that you believe is the cause of your problem, then DCS can help verify that your problem is in the ECM. Otherwise if you purchase a DCS rebuilt replacement ECM and you still have that problem, then we know your problem wasn't in the ECM and hasn't been found yet.
3. As long as the ECM isn't damaged, and it's been less than two weeks since you've purchased the ECM from DCS we can usually offer to buy back the ECM for the cost difference between the purchase price and the cost rebuilding and refinishing the ECM again.

4. If the replacement ECM is sent out first, we will not have access to the original programming to be transferred over to the new ECM. The programming can be handled in one of two ways.
   a. The customer will be responsible for the programming of features/parameters or
   b. The customer is responsible to provide DCS with a full and accurate print-out for your truck to help ensure the ECM will work correctly with your application. DCS is not responsible for any inaccuracies or incomplete information provided by the customer that result in misapplication, miscalibration, or malfunction of the ECM. (see **Programming services** below)

ECM core policy

1. In order to get <u>full</u> core value from ECM cores the ECM cores must rebuildable. ECM cores that have severe internal damage from acid, fire, water, and excessive voltage aren't rebuildable.
2. ECM cores that have been stripped of parts will not receive core credit.
3. ECM cores must be received within 2 weeks of the purchase of a DCS rebuilt replacement ECM in order to receive core credit.

ECM Testing and diagnostics services

1. ECM bench testing allows the ECM to be stress tested in a simulated environment while driving a set of fuel injectors. Datalink messages, fault logs and input and output signals are observed and recorded. This testing is superior to a live engine test for the proposes of determining if an ECM is fully functional.
2. Unless the device isn't serviceable or is otherwise unrepairable, a minimum $25 testing fee will be assessed for a standard 1 minute full load 1200 rpm injector, Jake (if applicable) and cruise (if applicable) test. Basic overnight load tests at whatever RPM you request (usually held on cruise or on the variable speed governor) are typically $100 unless more specialized tests are requested. You're responsible for letting DCS know what the symptoms of your problem are and the environmental conditions the symptoms most frequently occur. Some ECM problems might not show symptoms unless the ECM is ran under very specific conditions. If possible provide any datalink snapshots or recordings of the symptom and do NOT clear the stored fault codes. If little information about the problem is available and the problem is intermittent then diagnostic testing is less effective and will tend to be more expensive.
3. ECM Hardware diagnostics, hardware testing, and internal hardware inspections does not imply that the ECM software settings will be reviewed. If you suspect you have a software issue or otherwise want your ECM software checked you need to make that request.
4. DCS recommends checking the truck for mechanical and wiring issues before sending in an ECM for service. Problems outside the ECM are outside the scope of services DCS offers with the unique exception of consultation services.
5. If a repair or other service is done by DCS that exceeds the cost of the testing, then the testing cost is typically waved.

ECM Repair services

1. I understand DCS warrants repairs done by DCS for a period of 1 year from the date of service and I have reviewed and understand the services warranty provided to me. (See **DCS ECM repair warranty** below);

2. DCS will not be held responsible for any damage from any attempt of repairs. Devices that have had prolonged circuit board contact with acid, water, fuel, or heat sometimes delaminate and peal apart when serviced. DCS will attempt to remove any service plate fasteners as carefully as possible but if the threads are oxidized badly enough that fastener is going to snap off and need drilled out no matter what.

3. If digital processes and/or ECM memory is damaged the ECM's programming could be unrecoverable. If this happens the ECM will need to be programmed after the repair or if a repair is not possible the replacement ECM will need to be programmed.

   a. If the customer can provide DCS with a full and accurate print-out for your ECM's parameters DCS can program in these values. DCS is not responsible for any inaccuracies or incomplete information provided by the customer that result in misapplication, miscalibration, or malfunction of the ECM. (see **Programming services** below)

   b. Otherwise the customer is responsible for the programming of features/parameters if the ECM's original program cannot be recovered.

ECM Programming services

1. As long as your ECM programing is an unmodified factory program that matches the engine serial number, Vin number, engine family, has updated injector trims, and tire size then odds are your programming is accurate but If you send along photos of the valve cover stickers, and injector trims then DCS can verify that the program in your ECM is designed to run with the engine model that you have. We often find the cause of some fuel mileage and power issues are the result of the ECM programming being mismatched with the engine model. Some techs make incorrect assumptions as to what's important and what isn't when it comes to programming an ECM. Some of the most common problems we find in ECM programming are the direct result of multiple techs making the same assumption.

2. DCS has no physical access to your engine or your truck. If the program in your ECM isn't original for your truck and engine or if your original ECM programming is not recoverable during a repair we'll need your ECM printouts. Your mechanic, or your nearest dealer, should be able to obtain a print-out of your ECM's current programming. Please include this printout with your paperwork you return to us.

3. DCS cannot determine what options your truck had from the factory from the VIN number alone.

4. DCS cannot determine what engine model you have from the engine serial number alone.

5. If the transmission is an automatic then any required datalink Jcomm addresses, input and output assignments, the final drive of the transmission and the vehicle speed sensor settings need to be provided.

6. Drive tire revolutions per mile (this number can be estimated + or - ten percent based on tire size) and the rear end ratio are needed for accurate speedometer calibration.

7. Fuel injector trims, the truck's or application's input and output settings need to be provided. Some trucks had options that others didn't.

8. The customer is responsible to provide DCS with a full and accurate print-out for your truck to help ensure the ECM will work correctly with your application. DCS is not responsible for any inaccuracies or incomplete information provided by the customer that result in misapplication, miscalibration, or malfunction of the ECM.

9. Diesel Control Service (DCS) is not responsible for any misapplication, miscalibration, or malfunction of existing programing. Including any engine damage from ECM programming uprates. DCS expressly disclaims all warranties, express or implied, arising out of any ECM programming done by DCS.
10. Most software changes require final approval from the owner or tech prior to shipping the ECM back.

Emissions compliance

You are responsible for the proper application of the ECM programming you request. If you request programming for an engine model that does not match the engine model you have then there is a chance that installing that ECM on your engine could make your engine not compliant with its original emissions certification. The same thing goes for running camshafts, pistons, or injectors that are not designed for your engine model.

Consultation Services

Phone consultation services are sometimes available at an additional cost. This includes but not limited to engine or ECM diagnostics, engine wiring, transmissions, engine components, ect.

I, the undersigned, have read, understand, and accept this Policy:

Company: _____

Client Name (Please Print): _____

Signature: _____ Date: _____

Limited Warranty on Electronic Control Modules sold by Diesel Control Service, LLC (DCS)

These two warranties cover ECMs sold by Diesel Control Service, LLC and ECM repairs done by Diesel Control Service, LLC. Please read below so that you have a clear understanding of our warranty procedures and policies.

DCS replacement ECM Warranty and DCS repair Warranty

Summary of Warranty: Diesel Control Service, LLC, 615 Pillow Avenue, Cheswick, PA 15024 warrants to the ORIGINAL PURCHASER ONLY when purchased from the Warrantor, for a period of one (1) year from the date of purchase or services (the "Warranty Period"), that the ECM or ECM repair shall be free of substantial defects in materials and workmanship attributable to the Warrantor or that the services provided are done correctly. The Warranty is not transferrable and may not be assigned to any other person or party.

Exclusions From This Warranty: Warrantor expressly disclaims any responsibility for damage to the purchaser's truck or vehicle arising out of the use of the ECM and arising out of the alleged failure or malfunction of the ECM. The warranty further expressly disclaims and does not cover failures caused by abuse or misuse, damage from repairs from third-parties, damage from faulty truck wiring and from faulty components, and damage from external conditions such as weather, lightening, supply voltage spikes, and welding.

Limitation and Disclaimer of Warranties: Warrantor expressly limits the duration of all express and implied warranties of merchantability and all implied warranties of fitness for a particular purpose except in those states that do not allow this exclusion. Warrantor expressly disclaims all implied warranties of merchantability or fitness for a particular purpose after expiration of the warranty period. No action to enforce express or implied warranties shall be commenced later than (90) ninety days after expiration of the warranty period. There is no warranty of any nature made by the warrantor beyond that contained in the Warranty. No person has authority to enlarge, amend or modify this Warranty except by the Warrantor.

No action to enforce express or implied warranties shall be commenced without prior written notice to the Warrantor at the address listed above of the alleged defect or nonconformity of the ECM and the Warrantor, at its Direct Option, shall have a final opportunity to remedy the alleged defect or nonconformity.

Disclaimer of Consequential And Incidental Damages: The original purchaser of the ECM and any person to whom the ECM is transferred, and any person who is intended or unintended user or beneficiary of the ECM shall not be entitled to recover from warrantor any consequential or incidental damages (which includes but is not limited to: loss of earnings, towing expenses and fees, and loss of use damages).

Warrantor's Obligation: The Warrantor will remedy substantial defects in materials and workmanship caused by the Warrantor. The Warrantor shall elect to remedy the defect from any of the following: repair or replacement. Warranty performance can only be obtained from the Warrantor. All costs incurred in obtaining warranty service from the Warrantor shall be borne by the Original Purchaser. The Warrantor shall remedy the defect within a reasonable amount of time, after appointment and delivery

by the Original Purchaser. All of Warrantor's expenses in remedying the defect shall be borne by the Warrantor.

Purchasers Obligations: Purchaser must print and sign his/her name and date the warranty at the time of purchase to validate this Warranty. Failure to print and sign and date the warranty will invalidate this warranty. The Original Purchaser shall deliver the ECM for warranty service within a reasonable time after discovery of the defect and in no event after expiration of the Warranty period which Warranty Period is one (1) year. All expenses incurred by the Original Purchaser in obtaining warranty service shall be borne by the Original Purchaser. No action to enforce express or implied warranties shall be commences without prior written notice to the Warrantor at the address lived above of the alleged defect of nonconformity and the Warrantor shall have a final opportunity to remedy.

Events Discharging Warrantor From Obligation Under This Warranty: **ECM hardware damage**

Both DCS rebuilt replacement ECM and DCS ECM repair warranties do not cover **ECM hardware damage. ECM Hardware damage** is an ECM failure caused by abuse or misuse, damage from repairs from third-parties, damage from faulty truck wiring and from faulty components, damage from external conditions including but not limited to water, oil, or fuel intrusion, pressure washing, engine fires, weather, lightning strikes, supply voltage spikes, welding, battery polarity reversal, immersion in water, nuts rubbing holes in the service plate, damage from improper installation, connector damage from overtightening, bad seals on the ECM connectors, unauthorized alteration, accident, and improper servicing or repair will discharge the Warrantor from any obligation under this warranty.

ECM repair warranty coverage:

An ECM has many subsystems and these systems are assemblies of many parts and traces within the ECM. A DCS repair warranty covers the repairs DCS made to the ECM. This repair warranty does not cover the ECM itself or any other ECM parts other than the parts involved in the initial repair. For example: If DCS replaces an ECMs internal battery and a few months after the ECM is returned to the owner the ECM memory fails then an ECM repair warranty on the ECMs internal battery would not cover the ECMs memory. If DCS were to start a new repair order and replace the memory on that same ECM then both the battery and the memory would be covered under a new ECM repair warranty that would include both the battery and the memory and that warranty would supersede the original battery warranty.

If you believe your ECM failed up to 1 year after a repair was done by DCS then DCS will retest the ECM and inspect the repair.

1. If no unrepaired **ECM hardware damage** is found but the repair is found to have failed and/or parts replaced by DCS are found to be defective then DCS will restore that repair and/or replace any DCS installed parts found to be defective within two weeks of receiving the ECM and provide return ground shipping back to the ECM owner. The original DCS repair warranty would be unaffected.
2. If no unrepaired **ECM hardware damage** is found but the repair is found to have failed and cannot be repaired or cannot be repaired within two weeks of receiving the ECM then the ECM will be marked as a core and the initial cost of the repair will be refund to the owner and DCS will provide return ground shipping for the core. When the refund for the repair is returned any DCS warranties on that ECM will expire.

3. If **ECM hardware damage** is found (See **hardware damage**)
   a. If the **ECM hardware damage** is repairable a new repair order can be started with repair and return shipping costs being covered by <u>the owner</u> of the ECM. After the repaired ECM is returned to the owner a new DCS ECM repair warranty will replace the original DCS ECM repair warranty and cover the additional repairs that were needed to restore the functionality of the ECM.
   b. If the **ECM hardware damage** is not repairable or the owner does not want the ECM repaired, then the ECM will be marked as a core and the cost of the return shipping will be all that is due from the owner of the ECM. All warranties that were provided for that ECM are voided. (see **Events Discharging Warrantor From Obligation Under This Warranty** and **Exclusions From This Warranty** above)
4. If no new damage is found and the repair is found to be intact and any DCS installed parts are found to be free of defects, then an internal inspection fee of $150 will be due in addition to the cost of the return shipping. The original DCS repair warranty would be unaffected.

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DCS rebuilt replacement ECM warranty coverage:

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If you believe your ECM failed up to 1 year after you purchased it from DCS then DCS will retest the ECM and conduct an internal inspection.

1. If hardware **defects** or a defective part are found then DCS will repair that issue and replace the defective parts within a two week period from the time DCS received the ECM or replace the ECM with another DCS rebuilt replacement ECM and provide return ground shipping back to the purchaser of the ECM.
2. If **ECM hardware damage** is found (See **ECM hardware damage** for more information on this)
   a. If the **ECM hardware damage** is repairable a repair order can be started with repair and return shipping costs being covered by <u>the purchaser</u> of the ECM. After the repaired ECM is returned to the purchaser the original DCS rebuilt replacement ECM warranty will replaced by a DCS ECM repair warranty.
   b. If the **ECM hardware damage** is not repairable or the purchaser does not want the ECM repaired, then the ECM will be marked as a core and the cost of the return shipping will be all that is due from the purchaser. All warranties that were provided for that ECM are voided. (see **Events Discharging Warrantor From Obligation Under This Warranty** and **Exclusions From This Warranty** above)

3. If a hardware issue is NOT found an $150 internal inspection fee will be due in addition to the cost of the return shipping. The original DCS rebuilt replacement ECM warranty will be unaffected.

I have had the opportunity to review the DCS limited Warranty and I understand its terms and conditions.

_____

Name (Printed)

_____

Name (Signature)

_____

Date