

# MDP<sup>®</sup> LIMITED WARRANTY

**THIS LIMITED WARRANTY IS SEPARATE FROM AND DOES NOT EXTEND THE VEHICLE-MANUFACTURER'S WARRANTY.**

**A. SCOPE.** MDP Products Company Inc. ("MDP<sup>®</sup>") (1601 Oak Lake Blvd., Midlothian, VA 23112) warrants the MDP<sup>®</sup> products to be free from material defects in material and workmanship and if your vehicle is properly maintained, will provide adequate lubrication preventing: (i) mechanical failure due to abnormal wear and corrosion. In the event the MDP<sup>®</sup> products fail to prevent mechanical failure due to abnormal wear, or corrosion, MDP<sup>®</sup> will repair or replace pursuant to the terms of this Limited Warranty. **TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE CREATED HEREBY ARE LIMITED IN DURATION TO THE SAME DURATION AS THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE LIMITATION MAY NOT APPLY TO YOU. MDP<sup>®</sup> SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSION EXPRESSED HEREIN MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**B. TERM, DURATION & EXTENSION.** Subject to the terms and conditions contained herein, these Limited Warranties take effect after both **60 DAYS AND 750 MILES (1,207 km)** (the "Waiting Period"), after the MDP<sup>®</sup> product(s) is/are installed (the "Effective Date"). The **Waiting Period** is not applicable if you are replacing MDP<sup>®</sup> product covered by a Limited Warranty in effect at the time of replacement. The term of these Limited Warranties are: (i) **Engine- 5,000 MILES (8,047 km) or 7,500 MILES (12,070 km)**, and (ii) **Automatic-Transmission, Power-Steering, Cooling System, Driveline, And Brake Systems • 30,000 MILES (48,280 km)** from the **Effective Date**. All maintenance and service requirements begin on the date of the installment of MDP<sup>®</sup> product(s), regardless of the **Waiting Period**. (iii) **15,000 MILES (24,141 km)** from the **Effective Date**.

1. Subject to the maximum limitations contained in sub-section "1" of this Section "B," these Limited Warranties may be executed concurrently and consecutively. The **Waiting Period** specified in Section "B" shall be waived for any subsequent term, provided the MDP<sup>®</sup> product(s) is/are installed before the expiration of the previous term, and the vehicle is maintained and serviced as required by the terms of these Limited Warranties.

**C. ELIGIBLE VEHICLES.** Only privately-owned passenger cars, vans, sport-utility vehicles and pickup trucks used exclusively for personal use, with a gross vehicle weight of **12,500 POUNDS (5669kg) OR LESS, AND PROVIDED THESE PRODUCTS ARE PURCHASED AND INSTALLED BY AN AUTHORIZED MDP<sup>®</sup>. RESELLER ARE COVERED ("Eligible Vehicles")**. These Limited Warranties also extend to such **Eligible Vehicles** when leased by an individual, both during the term of the lease, if the Lessee is primarily obligated for repairs and after purchase by the Lessee. **NO VEHICLE WITH MORE THAN 100,000 MILES (128,747 km) ON ITS ODOMETER, OR 8 YEARS IN AGE FROM JANUARY 1<sup>ST</sup> OF THE VEHICLE MODEL YEAR SHALL BE ELIGIBLE FOR THIS INITIAL LIMITED WARRANTY.**

## **D. SERVICE REQUIRED & PARTS COVERED.**

**1. ENGINE (Gasoline or Diesel).** Change the oil and filter, and add a specially developed MDP<sup>®</sup> Premium-Engine-Treatment or use Mach2 Synthetic Oil (**PART #01211, #01011, #MACH2 SYNTHETIC OIL**).

Only lubricated engine parts as listed here, which fail as a result of abnormal wear or corrosion due to defects in material and workmanship of the MDP<sup>®</sup> product are covered (the "Listed Parts"): pistons and rings; timing chains\*; timing gears or sprockets; crankshaft & main bearings; rocker arms & pivots; rods & rod bearings; oil pump; push rods; camshafts & bearings; valve stems & guides; wrist pins & bushings; valve lifters; cylinder linings or bores; distributor drive gear; engine-oil lubricated turbo bearings.

**EXCLUDING oil consumption.**

\***EXCLUDING** timing belts and **ANY** damage due to broken timing belts.

**2. AUTOMATIC TRANSMISSION.** Using MDP<sup>®</sup> ATF-Cleaner/Supplement Kit (**PART #01941, #02531**) and/or MDP<sup>®</sup> Synthetic ATF, an ATF-Exchange Machine will evacuate the old, contaminated fluid from the transmission system (including the torque converter), while refilling the system with new fluid, and the MDP<sup>®</sup> ATF Supplement provided in the kit and/or use MDP<sup>®</sup> Synthetic ATF entirely to re-fill the system.

Only lubricated parts within the automatic-transmission housing/casing are covered (**EXCLUDING** vehicles without an external automatic-transmission cooler).

**3. POWER STEERING.** A MDP<sup>®</sup> Power-Steering-Fluid-Exchange Machine will extract the old, contaminated fluid from the power-steering system, while MDP<sup>®</sup> Power-Steering Kit (**PART #02161, #03111, #06121, #02951**) is being pumped into the system.

Only lubricated parts within the power-steering pump, gearbox and rack and pinion are covered (**EXCLUDING** front-end alignment, hoses, belts and brackets).

**4. COOLING SYSTEM.** While utilizing the MDP<sup>®</sup> Cooling System Kit (**PART #02301, #01161**), the old, contaminated coolant will be flushed from the entire system, then the system will be refilled with new coolant, along with MDP<sup>®</sup> Cooling-System Products provided in the kit.

Only the radiator, heater core, expansion plugs & water pump are covered for loss of coolant due to corrosion (**EXCLUDING** overflow tank, radiator cap, heater-control valve, hoses, belts, thermostat, brackets, fasteners, fan clutch & water-pump bearing & **ANY** damage due to broken fan clutch or water-pump bearing).

**5. DRIVELINE.** The old, fluid will be extracted and then refilled with MDP<sup>®</sup> Gear Guard™ (**PART #01481 or #01487 & #02632**).

Only lubricated parts contained within the differential /transfer case/manual transmission housing/casing are covered (**EXCLUDING** axle bearings, Li-Joints, CV-Joints and boots).

**IF INCLUSION UNDER THIS LIMITED WARRANTY IS DESIRED FOR A VEHICLE THAT HAS BOTH A FRONT & REAR DIFFERENTIAL SYSTEM, A SERVICE FOR EACH MUST BE PURCHASED.**

**6. BRAKE SYSTEM.** A MDP<sup>®</sup> Brake-Fluid-Exchange Machine will evacuate the old fluid from the Brake System, while refilling the system with new MDP<sup>®</sup> Approved Brake Fluid.

(**PART #06001 or #06011**). Only the master cylinder and hydraulic-control unit are covered (**EXCLUDING** power-brake booster, ABS electronic-control module, sensors, metal and rubber lines/hoses, calipers, wheel cylinders and proportioning valve).

**7. ROAD HAZARD TIRE CLAIM:** By signing the **CLAIM FORM**, you hereby certify that in accordance with the Road Hazard Tire Program, that the customer has experienced damage to the tire while tire is mounted and installed on the vehicle and during normal driving conditions. Tires used for racing, commercial, floatation, trailering, off-road, farm, construction, postal service or non-typical use or are mounted on vehicles exceeding 9500lbs gross vehicle weight are not eligible to be covered under the Road Hazard Tire Program. Tires are covered for the period shown on the Road Hazard Tire Program static cling window sticker or Nitrogen Now indicator, depending on the program purchased. Tires must have at least 2/32" of tread remaining to be covered under this program. Repairs are reimbursed up to the maximum program amount or replacement reimbursement to be applied toward purchase of new tire from dealer issuing the Tire Program. Tire must be returned to dealer issuing program for confirmation of damage and estimate of repair or replacement.

**8. FUEL SYSTEM:** Add **MPC Fuel System Flush (PART #01271 or 01061)** to the fuel tank. Only the fuel (gasoline) clogged injectors, which fail as a result of abnormal wear or corrosion due to defects in material and workmanship of the **MPC** product are covered

(EXCLUDING electronic and electric parts, metal and rubber lines/hoses, brackets and fuel tank).

Dealer must supply a digital photograph of damaged area of tire with area circled or marked, by e-mail or mail to MDP®. **E-Mail digital photographs to:**

[claims@mocmidatlantic.com](mailto:claims@mocmidatlantic.com). Fax copies will not be accepted due to poor image quality.

**PLEASE NOTE: All fluid leaks of any kind, including seals and gaskets (except for Cooling System Limited Warranty as provided in this Section "D"), as well as all other Engine, Automatic-Transmission, Power-Steering, Cooling, Driveline parts and other vehicle parts are expressly EXCLUDED from this Limited Warranty. Use of any products other than the MDP®-branded and/or approved products listed herein will void these Limited Warranties.**

ONLY THE LISTED PARTS TREATED BY THE MDP® PRODUCT(S) PURCHASED ARE COVERED. IF ONLY THE POWER-STEERING PRODUCT IS PURCHASED, FOR INSTANCE, ONLY THE PARTS LISTED HEREIN FOR THE POWER-STEERING SYSTEM ARE COVERED.

**E. REQUIRED MAINTENANCE.**

1. After the purchase(s) and installation of the MDP® product(s), the **Covered Vehicle** must be maintained and serviced as recommended by the vehicle manufacturer in the Owner's Manual, or such shorter interval required by these Limited Warranties in this Section "E," in order to keep this Limited Warranty in force. In the event you do not follow the required maintenance and/or service requirements, the Limited Warranties described herein will become void, and you must again have the MDP® product(s) installed by an Authorized MDP® Reseller and undergo another **Waiting Period. BE CERTAIN TO RETAIN ALL RECEIPTS AND REPAIR ORDERS FOR MAINTENANCE AND SERVICE REQUIRED TO KEEP THESE LIMITED WARRANTIES IN FORCE. FAILURE TO KEEP ALL THESE RECORDS MAY VOID THESE LIMITED WARRANTIES.**

- a) **ENGINE.** Change the oil and filter, and add the MDP® Premium-Engine-Treatment (PART# 01211, 01011). The oil and filter must be regularly changed at intervals recommended by the vehicle manufacturer, but in no event to exceed **4 MONTHS OR 5,000 MILES (8,047 km), WHICHEVER FIRST OCCURS**, regardless of any different interval specified by the vehicle manufacturer. **THE TIMING BELT AND AIR-CLEANER FILTER MUST BE REPLACED AND THE EMISSION-CONTROL SYSTEM MUST BE MAINTAINED IN ACCORDANCE WITH THE VEHICLE-MANUFACTURER'S RECOMMENDATIONS.** You may want to consider the vehicle manufacturers and/or your Authorized MDP® Reseller's recommendations if more frequent servicing is appropriate due to severe operating conditions and/or temperatures in your area.
- b) **ENGINE.** Change the oil filter, and add the MDP® MACH2 Synthetic Oil (#MACH2 SYNTHETIC OIL). The filter and MDP® MACH2 Synthetic Oil must be regularly changed at intervals recommended by the vehicle manufacturer, but in no event to exceed **12 MONTHS OR 7,500 MILES (12,070 km), WHICHEVER FIRST OCCURS**, regardless of any different interval specified by the vehicle manufacturer. **THE TIMING BELT AND AIR-CLEANER FILTER MUST BE REPLACED AND THE EMISSION-CONTROL SYSTEM MUST BE MAINTAINED IN ACCORDANCE WITH THE VEHICLE-MANUFACTURER'S RECOMMENDATIONS.** You may want to consider the vehicle manufacturers and/or your Authorized MDP®-Reseller's recommendations if more frequent servicing is appropriate due to severe operating conditions and/or temperatures in your area.
- c) **AUTOMATIC TRANSMISSION.** If the vehicle manufacturer does not specify if and when an automatic-transmission filter must be replaced or internal removable transmission-screen cleaned, then you may want to consult your MDP® Service Location for its recommendation in this regard.

2. The **Covered Vehicle** must be maintained and serviced with the proper type and viscosity grade of fluids as recommended by the vehicle manufacturer, or higher-quality fluids.

3. **NO DO-IT-YOURSELF FILTER, FLUID, COOLANT OR OIL CHANGES AND/OR EXCHANGES, REPAIRS OR SERVICES ARE ACCEPTABLE UNDER ANY CIRCUMSTANCES.**

**PLEASE NOTE:** Any breakdown caused by failure to maintain proper levels of fluids, lubricants and/or coolants, or failure to protect the **Covered Vehicle** from further damage once a breakdown has occurred, will void these Limited Warranties.

**F. EXCLUSIONS & CONDITIONS. THESE LIMITED WARRANTIES ARE NOT VALID IN ANY STATE WHERE PROHIBITED BY LAW.** Any component not specifically listed as covered in Section "D," or which was not treated by the MDP® product or which has been improperly installed is excluded from this Limited Warranty. Any damage or failure resulting from collision, foreign objects, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, windstorm, hail, water or flood, acts of God, salt, environmental damage, contamination of fluids, coolants, refrigerants or lubricants is excluded from this Limited Warranty. Any damage or failure caused by misuse, abuse, negligence, and lack of normal maintenance required by the vehicle manufacturer's maintenance schedule or improper servicing after the **Effective Date** is excluded from this Limited Warranty. Any repair or replacement of any covered component, if a breakdown has not occurred, or if the wear on that component has not exceeded the field tolerances allowed by the vehicle manufacturer. If the odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been reset or altered in any way since the **Covered Vehicle** was first put into use. If any alterations have been made to the **Covered Vehicle** or the **Covered Vehicle** is used in a manner not recommended by its manufacturer this Limited Warranty is void. The Limited Warranty does not cover any components for which the **Covered Vehicle's** manufacturer has announced its responsibility for the repair or replacement of such component, through any means, including but not limited to, public recalls or Factory-Authorized New-Car Dealership service bulletins. This Limited Warranty does not apply to any **Covered Vehicle** used for commercial purposes, including but not limited to, as a taxi cab, shuttle, delivery, towing or road repair operations, construction, job-site activities, hauling, motor home, rental vehicle, police or emergency service, principally off-road use, racing or competitive driving or snow removal, Salvage, "gray-market" vehicles and vehicles with "rebuilt" titles. **THESE LIMITED WARRANTIES DO NOT COVER OR PAY ANY DEDUCTIBLE AMOUNT OF ANY INSURANCE/WARRANTY/EXTENDED-SERVICE CONTRACT.**

**G. LIMITS OF RESPONSIBILITY OF MDP® UNDER THIS LIMITED WARRANTY.**

1. Payment is limited to reimbursement of Qualified Repair Expenses as further limited by Paragraph 2 of this Section "G" "Qualified Repair Expenses" are defined as expenses for parts and labor actually and necessarily incurred to repair parts expressly covered under these Limited Warranties, as allocated by **CHILTON'S FLAT RATE GUIDE**, or other industry-accepted flat-rate guide, multiplied by the MDP®-Authorized Reseller's posted hourly rate, plus, if necessary, the reasonable cost (up to the actual cost plus 20% markup) of a replacement part of like kind and quality, and only if the **Covered Vehicle** has been maintained and serviced in accordance with the requirements set forth in these Limited Warranties. **QUALIFIED REPAIR EXPENSES DO NOT INCLUDE RENTAL VEHICLES, TOWING, RAGS, SHOP SUPPLIES AND OTHER SIMILAR EXPENSES.**

2. **QUALIFIED REPAIR EXPENSES SHALL NOT EXCEED THE AMOUNTS LISTED IN THE TABLE BELOW (INCLUDING TAXES) FOR EACH VEHICLE SYSTEM** or the Actual Cash Value of the Covered Vehicle after the completion of repairs, whichever is less. "Actual cash value" will be determined by using **KELLEY BLUE BOOK** as the only criterion.

If the initial purchase and installation of MDP® product(s) is before:

Vehicle System	Part#	50,000 miles (80,467km)	100,000 (160,934km)

Engine	01211, 01011	\$4,000.00	\$2,000.00
Fuel	01271 or 01061	\$4,000.00	\$2,000.00
MACH2 Synthetic Oil	MACH2 SYNTHETIC OIL	\$5,000.00	\$2,500.00
Automatic Transmission	01941, MDP ATF <sup>1</sup>	\$4,000.00 <sup>1</sup>	\$2,000.00 <sup>1</sup>
Power Steering System	02161, 03111, 06121, 02951	\$4,000.00	\$2,000.00
Cooling System	02301, 01161	\$4,000.00	\$2,000.00
Driveline	01481, 01487, 02632	\$4,000.00	\$2,000.00
Brake System	06001, 06011	\$4,000.00	\$2,000.00

<sup>1</sup>#01941, #02531 & MDP ATF must be purchased and installed simultaneously; if only one is purchased, the qualified repair expense limit indicated above is reduced by 50%.

**H. REPAIR PROCEDURES.**

1. **IN ALL CASES, NO REPAIRS ARE TO BE INITIATED UNTIL THE FAILURE IS DIAGNOSED, MDP® IS FURNISHED A REPAIR ESTIMATE, AND AN AUTHORIZATION IS GIVEN. CALL 804-379-9992** (10800 Trade Road, Richmond, VA 23236, Warranty Dept.) and refer to Subsection a) of this Section "H.1." for required documentation. **IT IS THE OWNER'S/LESSEE'S RESPONSIBILITY TO AUTHORIZE THE INSPECTION AND TEAR-DOWN BY THE AUTHORIZED MDP® RESELLER, BUT ONLY TO THE POINT WHERE THE DAMAGE IS VISIBLE AND THE FAILURE CAN BE PROPERLY DIAGNOSED. REPAIRS NOT AUTHORIZED BY MDP® WILL NOT BE PAID.**

a) **YOU MUST PROVIDE MDP® WITH A COMPLETE STATEMENT OF DAMAGE AND REPAIR COSTS** and if requested by MDP®: (i) receipt(s) for the purchase(s) of the MDP® product(s) giving rise to these Limited Warranties; (ii) the damaged part(s) and a sample of the fluid involved with the damaged part(s); and (iii) copies of all service or repair orders that will verify compliance with the terms and conditions hereof.

b) **REPAIRS MUST BE MADE AT EITHER THE ORIGINAL MDP® SERVICE LOCATION OR ANY OTHER AUTHORIZED MDP® RESELLER.**

2. **AFTER MDP® APPROVES THE REQUEST, AN ACCEPTANCE FORM WILL BE FAXED TO THE AUTHORIZED MDP® RESELLER TO BE FILLED OUT AND SIGNED, THEN BE FAXED BACK TO MDP®. ONCE THE COMPLETED ACCEPTANCE FORM IS RECEIVED BY MDP®, PAYMENT WILL BE MADE AS PROVIDED IN THESE LIMITED WARRANTIES (AFTER REPAIRS ARE COMPLETED) IF THESE LIMITED WARRANTIES COVER THE IDENTIFIED DAMAGE, AND YOU HAVE COMPLIED WITH ALL THE TERMS AND CONDITIONS HEREOF.**

a) **PREEXISTING CONDITIONS ARE EXCLUDED & MAY BE VERIFIED BY INDEPENDENT ANALYSIS, AT THE DISCRETION OF MDP®.**

b) **ANY REPAIR REQUEST MUST BE BROUGHT FORTH IN THE UNITED STATES, CANADA OR PUERTO RICO & ANY REPAIR PAYMENT WILL BE MADE IN U.S. CURRENCY.**

**PLEASE NOTE:** If the information provided by you or the authorized MDP® reseller cannot be verified as accurate, or is found to be deceptively inaccurate, MDP® may, at its discretion, withhold payment. MDP® may also conduct investigations as to the cause of the identified problem and your eligibility for repairs hereunder.

This warranty gives you specific legal rights, and you may also have other rights, which vary from State to State.