



## **Dynasys Limited Warranty**

This limited warranty applies to the Dynasys Auxiliary Power Unit (APU). This warranty does not extend to items not provided by the manufacturer with the Dynasys APU.

### ***Warranty Coverage***

Hodyon, Inc. warrants that, under normal service and use, the Dynasys APU will be free from defects in material and workmanship until the earlier of twenty-four (24) months from the date of installation or 4,000 hours of use. This warranty is subject to all terms, conditions, limitations, and provisions of this limited warranty and the dealer agreement. This limited warranty is governed by the laws of the State of Texas, and any claims or disputes arising out of this limited warranty shall be governed by the laws of the State of Texas.

THE EXPRESS WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE CONSUMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY, AND HODYON, INC.'S ONLY OBLIGATION ARISING OUT OF OR IN CONNECTION WITH BREACH OF WARRANTY, SHALL BE THOSE STATED HEREIN. HODYON, INC. EXPRESSLY DISCLAIMS LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES CAUSED BY THE DYNASYS APU SOLD.

### ***Warranty Obligation***

Hodyon, Inc. will repair or replace, at its option, the Dynasys APU components that are covered under the terms of this warranty. Repair or replacement will be completed at an authorized dealer or company- owned facility, at no charge to the owner of the Dynasys APU, within a reasonable time after presentation of proof of purchase and determination by Hodyon, Inc. or its authorized dealer that a component is defective or has failed under normal service and use within the 24-month/4000-hour warranty period. Please note that replacement parts could be new or remanufactured.



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### ***Maintenance in Relation to Warranty***

The Dynasys APU owner's manual lists all maintenance functions required to validate and continue this limited warranty. PLEASE NOTE THAT COMPONENTS THAT FAILED DUE TO POOR OR IMPROPER MAINTENANCE WILL NOT BE COVERED BY THIS LIMITED WARRANTY AND COULD CAUSE THE ENTIRE APU WARRANTY TO BE VOID. Where a dispute arises regarding proper maintenance, the manufacturer reserves the right to request proof in the form of receipts for maintenance, and any other records of service, to establish that proper maintenance has been performed, as per the maintenance manual and/or dealer communications from the manufacturer.

### ***Installation in Relation to Warranty***

It is the responsibility of the installer and the owner to ensure that all Dynasys APU components are in proper working order at the time of installation. The manufacturer is not responsible for and does not warrant installation, any components that fail as a result of improper installation, or any issues caused by installation. In order to validate your Dynasys APU warranty, the unit must be installed or, in the case of a self-install, must be validated by an authorized Dynasys dealer. A Dynasys Installation Checklist and Warranty Registration Form must be completed by an authorized Dynasys dealer and registered at Hodyon, Inc. to certify the installation.

### ***Modifications in Relation to Warranty***

Any modification to the Dynasys APU without a written authorization from the manufacturer will void this limited warranty. Repair, replacement, or maintenance, using other than Hodyon supplied or Hodyon approved parts, will be cause to terminate this limited warranty, as will use of starting aids such as ether.

### ***Exclusions to Warranty***

This warranty does not cover the cost of (1) normal maintenance, such as (but not limited to) tune-ups, adjustments, and inspections; tightening of clamps, fasteners, and hoses; the replacement of belts and fuel, air, and oil filters; (2) normal wear and tear, such as (but not limited to) rubbed or broken wires and loose fittings; and (3) problems arising from or associated with the installation of the product.



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### ***Limitations of Remedies***

The remedy of repair or replacement as set forth herein is the sole exclusive remedy available to the purchaser or user of the Dynasys APU. Hodyon, Inc. disclaims and shall not be liable or responsible to the owner or user of the Dynasys APU or any other person for incidental, consequential, direct, indirect, special or general damages of any kind arising out of or in any way related to the use of the Dynasys APU, including but not limited to towing charges, accident repairs, road calls, traveling expenses, loss of revenue profits, loss of truck use, or damage to persons or property. No claim of any kind asserted against Dynasys APU, whether asserted under legal theories of negligence, strict liability, warranty, or any other common law or statutory basis, shall be greater in amount than the purchase price of the Dynasys APU, with respect to which damages are claimed.

### ***Indemnity***

The user and owner of the Dynasys APU agree to indemnify and hold Hodyon, Inc. harmless from any and all claims, expenses, suits or liability of any nature whatsoever asserted against Hodyon, Inc. arising out of or in any way related to negligence on the part of the user or owner of the Dynasys APU.

### ***Warranty Claims***

Failed or defective parts must be inspected and their replacement installed by an authorized Dynasys APU dealer. The manufacturer reserves the right to inspect failed or defective parts prior to a decision on any claim under this limited warranty. It is the owner's responsibility to act promptly in submitting any such claim.

### ***Transfer of Warranty***

Where the truck with the Dynasys APU has been sold by the first owner to a second owner and the Dynasys APU has not been removed, this limited warranty is transferable from the original owner to a second owner with whatever portion of the limited warranty that remains from the date of sale to the first owner. Where the Dynasys APU has been removed from the vehicle in which it was originally installed, and sold by the first owner to a second, re-installation is required to be completed by an authorized dealer in order to validate the remaining portion of this limited warranty. Where the original owner transfers the



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Dynasys APU to a new vehicle, the installation must be completed by an authorized dealer to validate the remaining portion of this limited warranty.

### *Replacement Parts*

All replacement parts purchased from Hodyon, Inc. carry a limited 90-day warranty.

### **Customer Assistance Procedure**

To obtain warranty repairs you must request the needed repairs within the warranty period from an authorized Dynasys dealer. A reasonable time must be allowed to perform the warranty repair after taking the unit to an authorized dealer location. Repairs will be performed during normal business hours. To ensure your complete satisfaction, the following procedures must be followed in the event you have a problem:

- Contact the nearest (most convenient) Dynasys dealer to schedule a warranty service appointment. Prior to contact, have the following information available:
  - Unit serial number
  - Hour meter reading
  - In-service and purchase dates
  - Nature of problem
- Deliver unit to dealer for service. Upon completion of repairs, review and sign the dealer work order (keeping a copy for personal reference).
- If you are still not satisfied, present the entire matter in writing to:

**Hodyon Warranty Administration**  
2620 Brushy Creek Loop  
Cedar Park, TX  
USA, 78664  
Fax: (512) 225-0165

### **California Proposition 65 Warning**

**CALIFORNIA**  
**Proposition 65 Warning**  
**Diesel engine exhaust and some of its constituents are known by the State of California to cause cancer, birth defects and other reproductive harm.**