

E-FUEL CORPORATION

TWO-YEAR LIMITED WARRANTY

NOTE: ALL UNITS MUST BE INSTALLED BY E-FUEL, AN E-FUEL AUTHORIZED DEALER OR AN E-FUEL AUTHORIZED SERVICE CENTER. FURTHERMORE ALL UNITS MUST BE CONNECTED TO THE E-FUEL GLOBAL NETWORK AS A SUBSCRIBER IN GOOD STANDING.

In accordance with the warranty schedule set forth below, for a period of 2 (two) years from the date of original purchase, E-FUEL Corporation (E-FUEL) will, at its option, repair or replace any part which, upon examination, inspection and testing by E-FUEL, an E-FUEL Authorized Dealer or an E-FUEL Authorized Service Center, is found to be defective under normal use and service. Any equipment that the purchaser/owner claims to be defective must be: (1) where the equipment is located outside of a 100 mile radius of the nearest E-Fuel Authorized Dealer or E-Fuel Authorized Service Center, the equipment must be returned to the nearest E-Fuel Authorized Dealer or E-Fuel Authorized Service Center, or (2) where inside a 100 mile radius of the nearest E-Fuel Authorized Dealer or E-Fuel Authorized Service Center warranty service shall be performed on site. In the case where return is required, transportation costs associated with return to the E-Fuel Authorized Dealer or E-Fuel Authorized Service Center shall be the responsibility of the purchaser/owner and return shipment to the purchaser/owner shall be the responsibility of E-FUEL.

SUPPLEMENTAL WARRANTY AGAINST DAMAGE CAUSED BY THE USE OF E-FUEL100 HYDROUS ETHANOL AND/OR BLENDS OF E-FUEL100 WITH GASOLINE IN AUTOMOBILES – E-Fuel warrants against damage caused by E-Fuel100 to any motor, fuel system or emission system properly converted to run with high blends of ethanol and gasoline which may include but not limited to installation of a conversion kit, enhanced spark plugs for cold start ignition, or both. Consult your dealer for appropriate conversions based upon your vehicle and driving habits. This warranty only applies to automobiles manufactured after 1990 which meet the federal mandate for ethanol approved components (which eliminate the use of any components in the fuel system not compatible with ethanol). This warranty does not cover electrical or service calls relating to fuel system fault codes where there is no physical damage to the fuel system as a result of using E-Fuel100. For example, a fault code may be generated when the fuel system does not properly interpret high blends of ethanol. In such cases, adjustments may be needed to the vehicle software and/or the error code dismissed. Furthermore, this warranty does not cover clogged fuel injectors and/or filters which may result from the cleaning nature of ethanol when used in vehicles which have burned or continue to burn high gasoline blends with ethanol. Such conditions may be avoided by regular maintenance of the fuel filters. Consult your dealer for recommended maintenance based upon your vehicle and driving habits.

WARRANTY SCHEDULE – Year 1: 100% coverage on all parts and labor. Service call charge may apply if no problem is found or purchaser/owner refuses service.

WARRANTY SCHEDULE – Year 2: 100% coverage on parts. Labor charges are to be paid by purchaser/owner. Service call charge may apply if no problem is found or purchaser/owner refuses service.

THIS WARRANTY SHALL NOT APPLY TO THE FOLLOWING:

- E-FUEL products which are not connected as a subscriber in good standing to the E-FUEL GLOBAL NETWORK.
- E-FUEL products that utilize non-E-FUEL replacement parts.
- Costs of normal maintenance, consumables, replacement filters adjustments, installation and start-up.
- Repairs or diagnostics performed by individuals other than E-FUEL, an E-FUEL Authorized Dealer or an E-FUEL Authorized Service Center
- Failures caused by utilization of feedstock not approved by E-FUEL.
- Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence or improper installation.
- Failures caused by any external cause or act of God, such as collision, theft, vandalism, riot or wars, nuclear holocaust, fire, freezing, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood, tornado or hurricane.
- Damage related to rodent and/or insect infestation.
- Products that are modified or altered in a manner not authorized by E-FUEL in writing.
- Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
- Failure due to misapplication.
- Expenses related to "customer instruction" or troubleshooting where no manufacturing defect is found.
- Expense incurred (including but not limited to the purchase of alternative fuels and storage of feedstock) while warranty repairs are being performed.
- Overnight freight costs for replacement part(s).
- Overtime labor.

THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, E-FUEL MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

E-FUEL'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL E-FUEL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF E-FUEL'S NEGLIGENCE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.