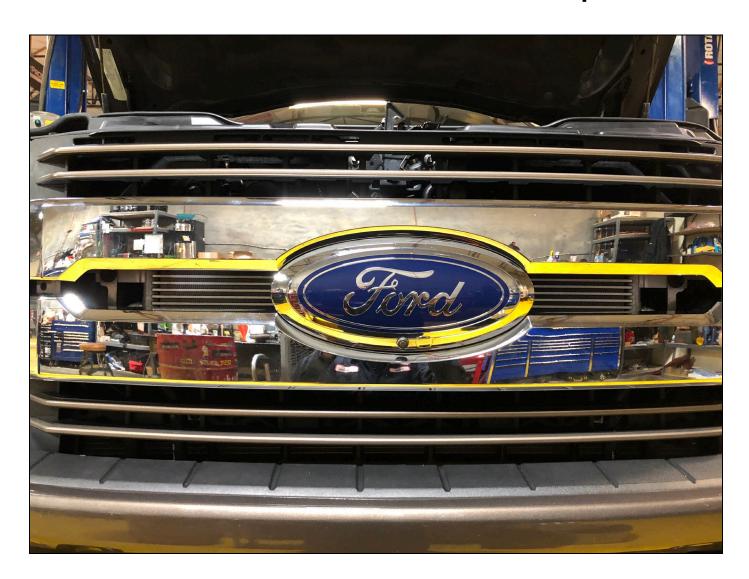


# TRANSMISSION COOLER KIT

Fits 2017+ 6.7L Ford Powerstroke Diesel Pickup Trucks



# **Installation Guide**







# INSPECT CONTENTS OF THIS KIT THOROUGHLY BEFORE STARTING THE INSTALLATION PROCESS!

# **IF YOU FIND A PROBLEM WITH YOUR PACKAGE:**

- KEEP ALL OF THE PARTS & PACKAGING TOGETHER
- DO NOT ATTEMPT INSTALLATION OF THE PRODUCT
- PROMPTLY NOTIFY YOUR SELLING DEALER
- PROVIDE DEALER WITH PHOTOGRAPHS IF REQ'D\*
- WAIT FOR FURTHER INSTRUCTIONS FROM DEALER

\*WE RESERVE THE RIGHT TO REQUEST PHOTOGRAPHS OF PACKAGING OR PARTS IN ORDER TO PROPERLY ADDRESS ANY SITUATION INVOLVING EITHER DAMAGED OR MISSING ITEMS.

THANK YOU FOR YOUR COOPERATION!

hank You for purchasing the Driven Diesel 2017+ 6.7L Ford Powerstroke Transmission Cooler Kit! Please read and familiarize yourself with this manual fully before proceeding with the installation of the kit. Also, always work safely. Make sure that there is plenty of light and adequate ventilation, and allow yourself several hours to complete the installation. After reading these instructions, if you feel that the installation is beyond your capability, please have this kit installed by a qualified mechanic.

WARNING: The installation of this kit REQUIRES cutting of the factory center support for the grille. We have supplied (2) cable saws to help with this part of the job, as they are much less likely to strike or damage the air conditioning condenser. You MUST be careful when completing this part of the installation. Should you choose to use a different tool to cut the support out, make sure that you properly protect the air conditioning condenser from damage. We are NOT responsible for any damage to any part of the truck that results from deviating from the included instructions.

# Some of the Basic Tools that May be Needed for Installation:

Miniature Tubing Cutter (offered as optional item with kit)
Standard Combination Wrench Set

3/8" Drive Metric Socket Set

Screw Driver Set

Right Angle Pick

Drill Bit Set

Sand Paper (Course Grit)

Metric Combination

1/4" Drive Metric

Channel Locks of Trim Panel

Hose Pinch

Sand Paper (Fi

Floor Jack High Speed Die Grinder Metric Combination Wrench Set
1/4" Drive Metric Socket Set
Channel Locks or Similar
Trim Panel Tool
Hose Pinch Pliers
Sand Paper (Fine Grit)
Safety Jack Stands
Bits or Stones for Die Grinder

# TRANSMISSION COOLER KIT PARTS IDENTIFICATION

(not all parts pictured – see complete list below)



Oty:	Part Number:	Description:
1	Hardware Pack	Trans Cooler Hardware Pack (see below)
1	Cooler	Transmission Cooler with 1/2" Ports - not shown
2	Brackets	Right and Left Cooler Mounting Brackets - #9
2	Cooler Hose	30" Long Sections of 1/2" Trans Cooler Hose - <b>not shown</b>
2	Split Loom	18" Long Split Loom for Trans Cooler Hose - <b>not shown</b>
2	Cable Saw	Cable Saw Tool for Installation - #4

## **Hardware Pack Contents:**

4	M6-20	M6 x 20mm Bolt with 24mm Washer - #5
5	M6-Nut	M6 Capture Nut - #3
8	#10Screw	#10 Phillips Screw - #2
1	M6-28	M6 x 28mm Bolt with 19mm Washer - #6
1	Spacer	34" OD Aluminum Spacer - #6
4	Hose Clamp	Constant Tension Hose Clamp - #10
2	Vinyl Clamp	Vinyl Coated Isolation Clamp - #7
2	08HB-08Comp	1/2" Compression to 1/2" Hose Barb Adapter - #8
2	Cable Tie	15" Cable Tie - <b>#1</b>

# **Transmission Cooler Pre-Assembly**

- 1. Locate the Transmission Cooler, (4) M6 Capture Nuts, (4) M6 x 20mm Bolts and both Transmission Cooler Brackets. See Figure 1.
- 2. With the Transmission Cooler oriented as shown in Figure 2, install the M6 Capture Nuts so that the threaded portion is on the bottom of the mounting tab.
- 3. Install the Right and Left Transmission Cooler Mounting Brackets onto the Transmission Cooler using the M6 x 20mm Bolts and an 8mm socket. See Figure 3 for Bracket Orientation.

# **Disassembly**

- 4. Remove (14) Panel Clips (location shown in Figure 4) using a Trim Panel Tool, Flat Blade Screw Driver or Right Angle Pick. To remove, lift the center pin (see Figure 5) to release, then pull the entire pin body out (see Figure 6). Do Not Lose Panel Clips, you will reinstall later!
- 5. With the Panel Clips removed, remove the Radiator Cover and set aside.
- 6. Remove (8) bolts that secure the top of the Grille to the Grille Support (see Figure 7 for location) using a 10mm socket. Set aside with the Panel Clips to reinstall later.
- 7. The Grille is held in with a bunch of clips, you will have to use some force to remove it. We have found it easiest to do one side at a time. Grasp the grille between the largest bars as shown in Figure 8 (you may have to use both hands) and give a quick jerk away from the truck. Repeat on the other side.
  - If the large bottom clips do not release, you may have to manually release them. With the grille leaned forward, you will see (4) triangle shaped openings in the black lower grille support, and inside these openings you will see a silver metal clip. Using a long extension or screw driver, simply push down on each metal clip to release it.
- 8. If your truck DOES NOT have the front mounted camera, skip to step 11.
  - If you have the front mounted camera, see Figure 9 for the locations of the camera connector and the front squirter supply tube.
- 9. Rotate the black clip on the squirter supply tube so that it spreads open, see Figure 10. Once spread open, the tube will pull off of the squirter assembly. Rotate the clip to close it.
- 10. The right angle pick in Figure 11 shows the location of the tab that needs to be depressed to remove the camera connector. It is easiest to use the pick or a small screw driver to press this tab while gently pulling the connector off the camera.
- 11. Unplug the horns and unclip the camera wiring from the center support as shown in Figure 12.
- 12. Unbolt the horn assembly and move the camera wiring out of the way as shown in Figure 13.

# **Cutting the Center Support Out**

This will probably be the most difficult section for most installers. The air conditioning condenser is very close to where we need to cut, so care needs to be taken to prevent damage to the condenser. We have supplied (2) cable saws in the kit as we have determined that all of the necessary cuts can be made with no risk to the condenser with this tool. You are welcome to use other tools, just be mindful of the condenser as damaging it will not be an inexpensive fix.

The cable saw is a disposable tool with a finite life, especially when used on the fiberglass reinforced plastic you will be cutting. How you use it will determine if it completes the job for you or fails prematurely. Please take the following tips seriously, and be patient, this is not a quick process!

**STROKE**: Use the full length of the cable. Each pass should be "from handle to handle" so that you wear the entire cable evenly. If you use short strokes, you will focus all of the wear in a small space and the cable will fail more quickly. See Figures 14 & 15 for a visual guide on this.

**SPEED**: The cable saw motion should be slow and controlled. The faster you try to go, the hotter the cable gets and the quicker it will fail. If you try to saw too quickly, you will actually see the cable turn blue from the heat. We advise about 1-2 full seconds for each alternating stroke. This will seem slow, but once it starts to cut, it will move through the material steadily.

**TENSION**: As you make your cut, you need to keep constant tension on both ends of the saw. At the same time, you need to let the cable do the work. Do NOT pull too hard on the cable, this will just cause it to break. You need just enough tension to keep both ends of the cable straight at all times, again, let the saw do the work. Notice in the pictures that we are using only 1-2 fingers on each end of the cable saw.

**DURABILITY AND SAFETY**: The cable saws can continue to be used up to the point that the cable breaks. Even when the cable starts to fray, it will continue to cut. **BE VERY CAREFUL WHEN HANDLING THE CABLE AFTER YOU'VE STARTED USING THE SAW, FRAYS IN THE CABLE ARE SHARP AND WILL EASILY PIERCE THE SKIN. GLOVES ARE RECOMMENDED WHEN HANDLING CABLE SAWS!** 

- 13. Using Figure 16 as a guide, cut the center bottom section of the center support first. You will have to carefully feed the saw through the triangle shaped windows. Hold the saw so that it glides flat on the surface next to the support and cuts the support as low as possible.
- 14. Using Figure 17 as a guide, cut the top of the center support next. Notice the slight upward angle of the cable in our picture, this is intentional and recommended. When you complete the first cut through the top, the remaining stub will be angled.
- 15. Using Figure 18 as a guide, cut through the (2) angled "wings" at the bottom of the center support.
- 16. If you have been careful with the cable saws, you should now be able to return to the angled stub that remains from making the top cut. We have found that there is a notch on the back that you can use the cable saw in that will allow you to make a more level second cut.
- 17. Once you are done cutting the center support out, we recommend using coarse grit sand paper (a palm sander works well) to clean up the areas where you made the cuts. Use some finer grit sand paper to clean up the appearance if desired. We do not recommend using high speed grinders as they generate a significant amount of heat and tend to melt the material. Make sure you protect the air conditioning condenser during this step! See Figure 19.

# **Installing the Transmission Cooler**

- 18. Using the supplied 15" Cable Ties and Figures 20, 21 & 22 as guides, position the Transmission Cooler in the newly created opening. Start with the cooler hanging well below the "U" at the center of the grille support and adjust the cable ties tighter until it is level and has about "4" of clearance between the top of the cooler and the bottom of the support.
- 19. The bends in the brackets need to be positioned over the sides of the grille support as shown in the pictures. If needed, you can loosen the previously installed mounting bolts and reposition the brackets, as well as slide the cooler side to side on the cable ties.
- 20. This part is **IMPORTANT**...using a 7/64" (preferred) or 3/32" drill bit...**PRE-DRILL** the bracket mounting holes in the grille support as shown in Figure 23. We recommend drilling toward the top of the holes in the brackets as shown..
- 21. To prevent damage to the grille support, **INSTALL THE #10 PHILLIPS SCREWS WITH A SCREW DRIVER, BY HAND, UNTIL SNUG**. Using a drill type driver risks stripping the holes in the grille support.
- 22. Once the cooler is securely mounted at both ends, all of the screws and bolts are tight and the clearance between the top of the cooler and bottom of the grille support verified, cut and remove the previously installed cable ties. The cooler is now mounted!

# **Time To Make The Fluid Connections**

In order to complete the next steps, you will need to jack up the front of your truck and place safety jack stands under it. You will need enough clearance to slide under the front of the truck and work on the transmission cooler lines that will be directly above your head. **PLEASE BE SAFE!** 

- 23. Locate the (2) OEM transmission cooler hoses on the right (passenger) side of the truck, just behind the sway bar, using Figure 24. Pinch these hoses closed using a set of Hose Pinch Pliers or a similar tool that will not damage the hose.
- 24. Identify the factory metal transmission cooler line that needs to be cut using Figure 25. The circle on the right is a line clip that will need to be opened. The circle on the left is showing a miniature tubing cutter in the approximate location for the first cut.
- 25. Using a miniature tubing cutter, make the first cut in the OEM metal cooler line. You will want a drain pan under the line as there will be some fluid loss.
- 26. Using Figure 26 as a guide, cut about 2-3" of the same tube off to create a gap between the cut tube ends.

In the next step you will be installing compression fittings. This fitting slips over the newly cut OEM transmission cooler tubing, and when the nut is tightened, a ferrule inside the fitting bites into the tubing to seal and lock the fitting in place. It can be helpful to lubricate the ferrule with some transmission fluid to aid in installation. If you disassemble the fitting, the ferrule is reinstalled with the thin end pointing into the fitting and the stepped end pointed toward the nut.

When installing this fitting, leave it fully assembled and just slightly loosen the nut. The fitting will slip over the tubing until the tubing bottoms out inside, about <sup>3</sup>/<sub>4</sub>". When tightening the nut, hold the nipple end of the fitting with a deep socket and ratchet, making sure it stays firmly pushed onto the tube, and **tighten the nut** with an open end wrench until it stops. The nut WILL NOT bottom out against the fitting, there will probably be about 1/8" gap between the nut and the fitting when tight.

- 27. Using Figure 27 as a guide, and the instructions provided above, install both 08HB-08Comp compression adapter fittings onto the previously cut OEM transmission cooler line and tighten.
- 28. Locate the (2) 30" sections of transmission cooler line and (4) hose clamps. Using a pair of adjustable pliers, install a clamp about 2-3" up one end of each hose. CAUTION: these clamps are very strong, we recommend using a medium to large set of pliers.
- 29. Install the ends with the pre-installed clamps onto the compression fittings that were installed in step 27, see Figure 28. Once the hose is installed over the hose barb, squeeze the clamp and slide it into place about ¼" from the end of the hose.
- 30. Using Figures 29 & 30, route the (2) 30" sections of transmission cooler line up from underneath, on either side of the trans cooler, inside the silver oval bumper brackets.
- 31. Secure the OEM metal cooler line into the plastic clip that was opened in step 24.

The cooler hose must be trimmed to connect to the cooler now. Notice in Figure 31 that you will need to make sure that the cooler hose stays inside of the lower grille clip locations, or the grille will not be able to snap into place. It may be necessary to slightly (and carefully) adjust the angle of the cooler inlet and outlet tubes to get the hose to align properly.

The plastic split loom may need to be trimmed as well. It is acceptable for the split loom to reach the insulated clamps shown in Figure 31, but it will not fit inside the clamp. If needed, be sure to carefully trim some of the split loom before attempting final installation of the hose and the insulated hose retention clamps.

- 32. After determining the necessary length, carefully trim the transmission cooler hose to produce a square cut end. If you are unsure, trim only a little at a time and test fit until correct. It is best if the final length leaves a little slack in the hose below the retention clamp, you do NOT want the hose to be pulled tight when installed.
- 33.Install a hose clamp about 2-3" up the hose from the end, slip the hose over the transmission cooler tube until it hits the stop, and position the clamp about 1/4" from the end of the hose.
- 34. Open the vinyl coated clamps, slip them around the cooler hose and squeeze closed. Position as shown in Figure 31, making sure that the insulated side is NOT blocking the opening for the lower grille retention clips.
- 35. Repeat the process of PRE-DRILLING and HAND INSTALLING followed in steps 20 & 21 to secure the clamps to the front of the grille support with the remaining (2) #10 Phillips screws.
- 36. **REMOVE the Hose Pinch Pliers installed in step 23**. We are going to run the engine and check for leaks, this step is extremely important! Do NOT move on until this step is complete!
- 37. With the truck still on jack stands, start the engine and let it run at idle. While the engine is running, carefully inspect all fluid connections (ie 4 hose clamp connections and 2 compression fitting connections) for signs of leakage. Keep in mind that there may be some lubricant around the compression nuts if you lubricated the ferrules before installation. We recommend allowing the engine to run long enough to start feeling the cooler get warm. Remove the truck from the jack stands and proceed with the next steps if there are no leaks.

# **Horn Relocation and Final Assembly**

In order to fit this large transmission cooler, we need to relocate the horns. The relocation process will include reorienting the horns on their bracket and mounting them in their new location.

- 38. Using figures 32 & 35 as guides, the orientation of the horns on their bracket needs to be changed. This is accomplished by loosening the single nut on the rear center of the individual horn, rotating the horn and then retightening the nut. Be mindful of the wiring between the horns when making this adjustment.
- 39. Once the horns are repositioned, you can slip them into place as shown in Figures 32 & 33. The bracket will be used to locate and mark the position of the new mounting hole so it can be drilled from above. Position the bracket as shown in Figure 33, making sure that you can cleanly get a drill bit and a socket to the location, and mark the spot to be drilled.
- 40. Using a ¼" drill bit, drill a mounting hole for the horns in the spot marked in step 39.
- 41. Install the remaining M6 Capture Nut over the newly drilled hole, with the threaded portion below the hole.
- 42. Install the horns into the newly installed M6 Capture nut, using the M6 x 28mm bolt and the Aluminum Spacer (installed between the bracket and the M6 Capture Nut). See Figure 34, the provided bolt is now Black in color.
- 43. There should be adequate clearance between the horns and the top of the transmission cooler to prevent any rubbing. It is possible that the horn bracket may need to be bent slightly if the clearance isn't adequate.
- 44. Locate the electrical connector for the horns, route it to the new horn location and connect.

The final steps involve modifications to the grille and the plastic radiator cover. The pictures and instructions cover modifications to the OEM grille and OEM plastic cover. If you have an aftermarket grille or radiator cover, the required steps may be different.

- 45. The red circles in Figure 36 show the areas of the OEM grille that will need to be notched to ensure that there is no rubbing on the transmission cooler hose. These locations are at the bottom of the grille.
- 46. We have found that using a high speed die grinder and stone, like the one shown in Figure 37, works best for this task. You may have other tools that will adequately do the job.
- 47. Using Figures 36 and 38 as a guide, notch the (3) bars on each side of the grille as needed. It can be helpful to hold the grille up to the front of the truck to visualize the path of the hose and the modifications necessary. When properly notched, there will be a noticeable gap between the grille and the transmission cooler hose.
- 48. Once the grille is properly modified, it can be reinstalled. Insert the (4) large silver clips at the bottom of the grille into their corresponding locations in the grille support, tip the grille up to align the other clip locations, and press firmly. You will need to press firmly along the bottom of the grille to lock in the large silver clips, and along the sides near the headlights, to lock in the smaller side clips.
- 49. Reinstall the (8) OEM grille mounting bolts using a 10mm socket, to finish securing the top of the grille.

- 50. Using Figures 39 & 40 as a guide, trim the scoop from the bottom side of the OEM plastic radiator cover. We have had good luck making a clean cut using a sharp razor knife.
- 51. Reinstall the modified radiator cover using the (14) original panel clips. To reinstall the clips, the center pin needs to be in the "up" position. We recommend installing all (14) clips before depressing the center pins, as this will allow the radiator cover to move more freely as needed to align the holes.

The last step, after complete reassembly, is to fully warm up the engine and transmission and then top-off the transmission fluid. Between the added capacity of the new transmission cooler and the fluid lost during the installation, you will need some additional fluid. Top off to the appropriate level on the dipstick, with the engine running, the transmission in park and the fluid at operating temperature.

CONGRATULATIONS!
You've just completed the installation of the
Driven Diesel 2017+ 6.7L Transmission Cooler Kit!



FIGURE 1 : Cooler / Bracket / Capture Nuts / Bolts

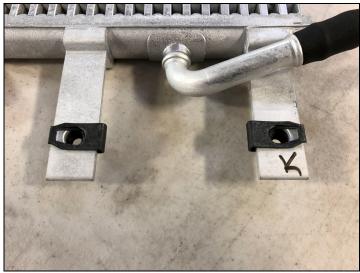


FIGURE 2 : Orientation of Capture Nuts



FIGURE 3: Orientation of Installed Brackets – Note Direction of Bends and Orientation of Cooler Inlet/Outlet Tubes

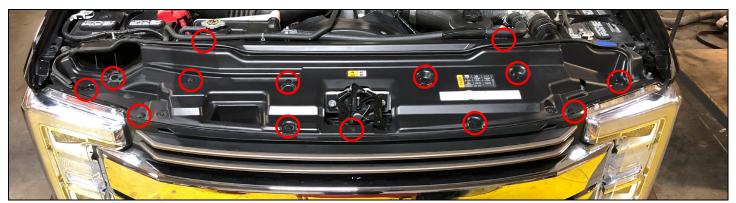


FIGURE 4: Location of Panel Retainer Pins



FIGURE 5 : Retainer Pin Popped Up



FIGURE 6 : Retainer Pin Removed

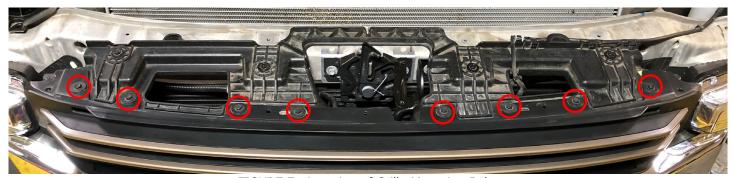


FIGURE 7: Location of Grille Mounting Bolts



FIGURE 8: Grille Removal

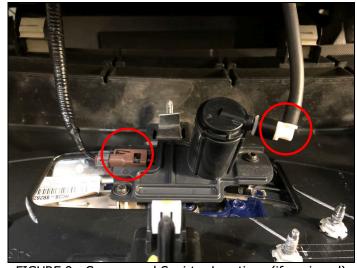


FIGURE 9 : Camera and Squirter Locations (if equipped)



FIGURE 10 : Clip Orientation for Removal



FIGURE 11: Press Here to Remove

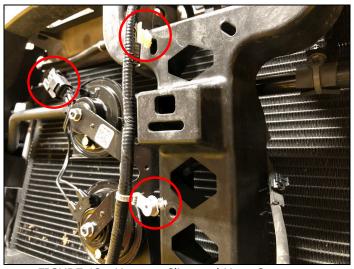
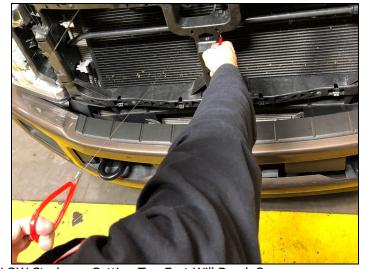


FIGURE 12: Harness Clips and Horn Connector



FIGURE 13: Harness Moved and Horns Removed





FIGURES 14 & 15 : Use Cable Saw in LONG – SLOW Strokes – Cutting Too Fast Will Break Saw

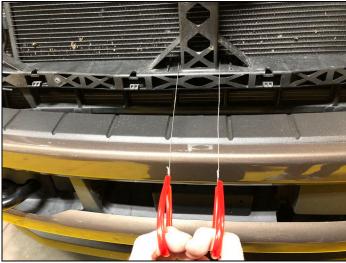


FIGURE 16: First Cut - Center Bottom



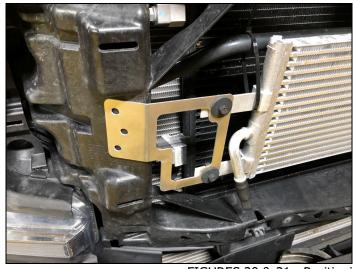
FIGURE 17 : Second Cut – Center Top – Cut UP



FIGURE 18: Third and Fourth Cuts



FIGURE 19: Center Brace Removed





FIGURES 20 & 21: Positioning The Cooler Using Cable Ties

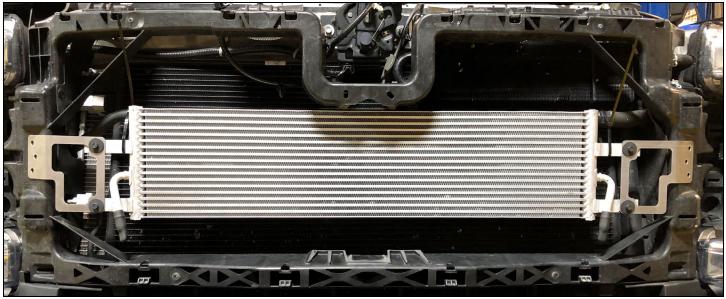


FIGURE 22: Positioning The Cooler Using Cable Ties



FIGURE 23: Pre-Drill Hole Position

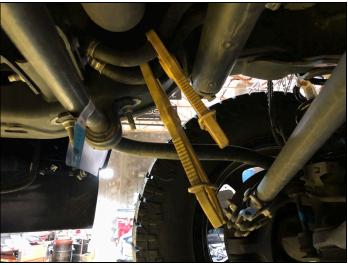


FIGURE 24: Hose Crimp Pliers on Trans Cooler Lines

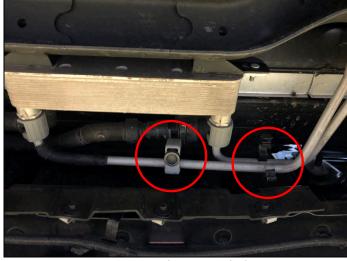


FIGURE 25 : OEM Cooler Cut and Clip Locations

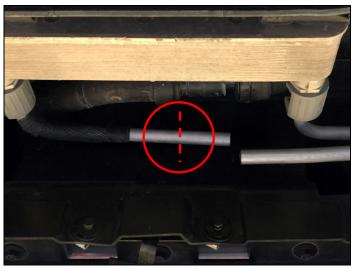


FIGURE 26: Second Cut Location

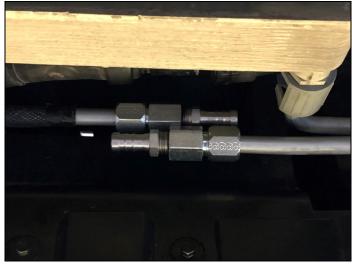


FIGURE 27 : Compression Adapters Installed

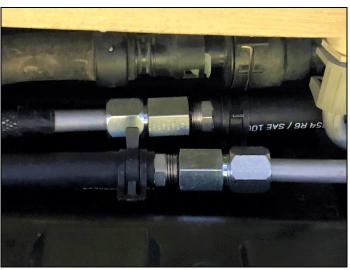


FIGURE 28: Hoses and Clamps Installed



FIGURE 29: Passenger Side Hose Routing with Loom



FIGURE 30: Driver Side Hose Routing with Loom



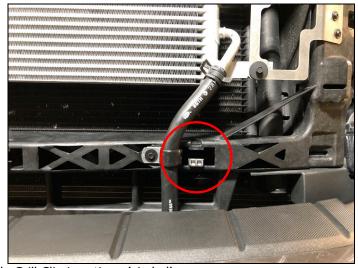


FIGURE 31: Hoses Route Inside Grill Clip Locations (circled)



FIGURE 32: New Horn Location – Below Scoop Opening



FIGURE 33: Positioning Horn to Mark for Hole



FIGURE 34: Horn Installed w/Capture Nut, Spacer and Bolt



FIGURE 35 : Horn Installed Above Trans Cooler



FIGURE 36: Locations (6 Total) to Notch Factory Grille – See Close-Up Below



FIGURE 37: High Speed Die Grinder with Grinding Stone

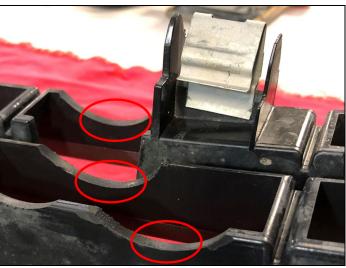


FIGURE 38 : Completed Notches (viewed from top)





FIGURES 39 & 40: Air Deflector Scoop – Before and After Trimming



TRANSMISSION COOLER INSTALLATION COMPLETED!

### S DIESEL, LLC (dba STRICTLY DIESEL AND/OR DRIVEN DIESEL\*) WARRANTY AND LIABILITY POLICY

### MANY OF THE PRODUCTS SOLD BY S DIESEL, LLC, ARE DESIGNED TO INCREASE VEHICLE PERFORMANCE...USE AT YOUR OWN RISK!

Do not install or use any product(s) purchased from S DIESEL, LLC ("S DIESEL") until you have carefully read the following Warranty and Liability Policy (the "Warranty").

### PRODUCT WARRANTY POLICY

Subject to the limitations, exclusions, and qualifications set forth below, the product or the products made and sold by S DIESEL (the "S Diesel Product" or "S Diesel Products") are warranted to Buyer as set forth in this Warranty. The installation of the S Diesel Products indicates that Buyer has read, understands and agrees to the terms and conditions of this Warranty. Any warranty on products that are made by another manufacturer which are resold by S DIESEL to Buyer is made to Buyer by the manufacturer of such products in accordance with and subject to all conditions and limitations of the manufacturer's warranty in effect on the date of the purchase by Buyer. S DIESEL makes no warranties to Buyer, express or implied, with respect to such products that are made by another manufacturer.

### **LIMITED WARRANTY**

The S Diesel Products (except S Diesel Products specified to have different warranty terms) are warranted to be free from defects in material and workmanship, under normal use and service for a period (the "Product Warranty Period") of ninety (90) days from date of delivery to Buyer, unless S DIESEL performs the work installing the S Diesel Products, in which case the Product Warranty Period shall be extended to equal the Service Warranty Period (as defined below under "SERVICE WARRANTY POLICY"). S DIESEL's liability under this Warranty is limited to repair or replacement at its option, subject to the provisions set forth herein, of any S Diesel Products which upon examination S DIESEL are found to be defective. Buyer shall prepay cost of transportation of defective S Diesel Products to S DIESEL for inspection.

S DIESEL shall not have any responsibility under this Warranty unless (1) the defect in an S Diesel Product results in a claim arising within the Product Warranty Period, measured from the date of delivery to Buyer, (2) the S Diesel Product, if installed by an installer other than S DIESEL, was properly installed, (3) the S Diesel Product was normally maintained and not subject to misuse, negligence or accident, and (4) the S Diesel Product, system components and/or accessories were not repaired or altered in such a way that in the judgment of S DIESEL the S Diesel Product's performance or reliability was adversely affected.

### **EXCLUSIONS**

Any of the above warranties by S DIESEL shall not apply if Buyer's vehicle is in an accident, misused, neglected, altered from the S Diesel Product's manufacturer original designs or specifications or serviced in connection with a warranty claim hereunder without prior written approval of S DIESEL.

### **REMEDIES EXCLUSIVE**

Repair or replacement of defective S Diesel Products in accordance with the Limited Warranty above shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of S DIESEL with respect to any defect in any S Diesel Product whether based in warranty, contract, tort, negligence, strict liability or otherwise.

### **DISCLAIMERS AND LIMITATIONS**

THE EXPRESS WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND TERMS AS TO QUALITY OR FITNESS OF ALL PRODUCTS SUPPLIED BY S DIESEL TO BUYER. WHETHER WRITTEN, ORAL OR IMPLIED. STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, CONDITIONS AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED BY S DIESEL. IN NO EVENT SHALL S DIESEL BE LIABLE FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE PRODUCTS, LOSS OF USE OR DOWNTIME COSTS OR DELAY CLAIMS (WHETHER DIRECT OR INDIRECT) NOR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS WARRANTY OR THE SUPPLY OF S DIESEL PRODUCTS TO BUYER, WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. BUYER ACKNOWLEDGES THAT (A) THE PRODUCTS PURCHASED FROM S DIESEL WILL BE USED IN CONNECTION WITH ACTIVITIES, UNDER EXTREME CONDITIONS AND/OR SUBJECT TO MODIFICATIONS REQUESTED BY BUYER FOR WHICH THE PRODUCTS MAY OR MAY NOT BE SUITABLE; (B) THE WARRANTY OF SUCH PRODUCTS FOR PERFORMANCE IN CONNECTION WITH SUCH ACTIVITIES, UNDER SUCH EXTREME CONDITIONS AND/OR SUBJECT TO SUCH MODIFICATIONS REQUESTED BY BUYER IS NOT POSSIBLE; AND (C) ANY MANUFACTURER'S WARRANTY MAY BE VOIDED BY USE OF THE PRODUCTS IN CONNECTION WITH SUCH ACTIVITIES, UNDER SUCH EXTREME CONDITIONS AND/OR SUBJECT TO SUCH MODIFICATIONS REQUESTED BY BUYER. BUYER ACKNOWLEDGES THAT THE INSTALLATION OF ANY S DIESEL PRODUCTS THAT ARE NOT LEGAL FOR USE ON POLLUTION CONTROLLED MOTOR VEHICLES IS DONE SOLELY AT THE REQUEST OF BUYER AND ALL RESPONSIBILITY FOR ANY EFFECTS ON THE ORIGINAL VEHICLE MANUFACTURERS WARRANTY, ABILITY TO PASS ANY EMISSIONS INSPECTIONS OR FOR ANY FINES THAT MAY OCCUR DUE TO THE REMOVAL OF FEDERALLY MANDATED EMISSION CONTROL EQUIPMENT IS ON BUYER. No employee or representative of S Diesel has the authority to make any representation, promise or agreement which in any way varies from the terms and conditions of this Warranty. No suit or claim based on any cause of action, regardless of form, arising out of or relating to this Warranty or any of the S Diesel Products supplied by S DIESEL may be brought by Buyer or anyone claiming by, through or under Buyer against S DIESEL more than one year after the date that such cause of action arose.

IN THE EVENT BUYER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS WARRANTY, BUYER MAY PROMPTLY RETURN THE PRODUCT TO S DIESEL FOR A FULL REFUND. THE PRODUCT MUST BE IN NEW, UNUSED AND RESELLABLE CONDITION, BE RECEIVED WITHIN FIFTEEN (15) DAYS OF THE ORIGINAL PURCHASE AND BE ACCOMPANIED BY A DATED PROOF OF PURCHASE (RECEIPT). PRODUCTS RETURNED IN NEW, UNUSED AND RESELLABLE CONDITION MAY STILL BE SUBJECT TO RESTOCKING/REPACKAGING FEES.

THE INSTALLATION OR USE OF ANY PRODUCT PURCHASED FROM S DIESEL INDICATES THAT BUYER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS WARRANTY.

Subject to the limitations, exclusions, and qualifications set forth below, the service or services performed by S DIESEL (the "S Diesel Service" or "S Diesel Services") are warranted to Buyer as set forth in this Warranty. Buyer's initials below indicate that Buyer has read, understands and agrees to the terms and conditions of this Warranty.

### LIMITED WARRANTY

The S Diesel Services (except S Diesel Services specified to have different warranty terms) are warranted to have been performed in a workmanlike manner and to hold up under normal use and service for a period (the "Service Warranty Period") of twelve months from date the S Diesel Services are performed. S DIESEL's liability under this Warranty is limited to replication, subject to the provisions set forth herein, of any S Diesel Services which upon examination S DIESEL are found to have not been performed in a workmanlike manner.

S DIESEL shall not have any responsibility under this Warranty unless (1) the defect in an S Diesel Service results in a claim arising within the Service Warranty Period, measured from the date the S Diesel Service is performed, (2) the vehicle upon which the S Diesel Service was performed was normally maintained and not subject to misuse, negligence or accident, and (3) the vehicle upon which the S Diesel Service was performed was not repaired or altered in such a way that in the judgment of S DIESEL the S Diesel Service's durability was adversely affected.

### **EXCLUSIONS**

Any of the above warranties by S DIESEL shall not apply if Buyer's vehicle is in an accident, misused, neglected, or serviced in connection with a warranty claim hereunder without prior written approval of S DIESEL.

### **REMEDIES EXCLUSIVE**

Replication of unsatisfactory S Diesel Services in accordance with the Limited Warranty above shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of S DIESEL with respect to any defect in any S Diesel Service whether based in warranty, contract, tort, negligence, strict liability or otherwise.

### GENERAL PROVISIONS APPLICABLE TO BOTH PRODUCT AND SERVICE WARRANTIES

### **ASSIGNABILITY OF WARRANTY**

This Warranty is for the exclusive benefit of Buyer and is not assignable.

### WARRANTY CLAIMS PROCEDURE

Warranty claim forms can be printed from the company websites (<a href="http://www.drivendiesel.com">http://www.strictlydiesel.com</a> (Services)). A properly completed warranty claim form and a copy of the invoice for any defective Product or Service must be received by the Seller within the earlier of 30 days after the expiration of the Warranty Period or the incident giving rise to the claim. To qualify for an adjustment under this Warranty a defective Product must be returned prepaid to the Seller for inspection and must be accompanied by a dated proof of purchase receipt. In addition, the serial number of the defective Product, if any, must match the serial number on Buyer's invoice. All Warranty claims are subject to approval by the Seller and/or the Product's manufacturer. Buyer must pay all applicable service charges and taxes. Defective Products accepted for warranty compensation become the property of the Seller. To qualify for an adjustment under this Warranty a vehicle upon which S Diesel Services have been performed must be delivered to the Seller during Seller's hours of operation for inspection and must be accompanied by a dated proof of purchase receipt.

### **WAIVER**

Any failure of the part of S Diesel to insist on strict compliance with the Warranty Provisions shall no way constitute a waiver of such right. No claim or rights arising out of a breach of the Warranty Provisions by Buyer may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by an authorized representative of S Diesel. S Diesel's waiver or acceptance of any breach by Buyer of any provisions of the Warranty Provisions shall not constitute a waiver of or an excuse for nonperformance as to any other provision of the Warranty Provisions nor as to any prior or subsequent breach of the same provision.

### **APPLICABLE LAW**

The Warranty shall be governed by the laws of the State of Arizona (excluding Arizona law with respect to conflicts of law).

\* Driven Diesel was formerly known as ITP Diesel, LLC and Sinister Diesel, LLC.