

**ENGINEERED MACHINED PRODUCTS, INC.**  
**LIMITED LIFETIME WARRANTY**

**FOR BMW REPLACEMENT PUMP**

**1. LIMITED LIFETIME WARRANTY.** Subject to the terms, conditions, and limitations set forth in this Limited Warranty, Engineered Machined Products, Inc. (“EMP”) warrants to the original retail purchaser of the pump only (hereinafter the “Buyer”) that its replacement pump(s) (hereinafter the “Product”) manufactured for the M50/52/54 and the S50/52 6 cylinder engines which include the following:

- E36 chassis 1991-1999 320,325,328,323 and M3 – [3 series]
- E46 chassis 1999-2005 320,323,325,328 & 330 – [3 series]
- E34 chassis 1990-1996 520 & 525 – [5 series]
- E39 1999-2002 chassis 525 & 528 – [5 series]
- X5 SUV 1999-2002 6 cylinder models
- Z3 2.8 and 3.0 6 cylinder engines – [2 door convertibles]
- Z4

will be free of material defects in workmanship and materials for as long as the Buyer retains title to the vehicle into which the Product was originally installed.

**A. EXCLUSIONS.** THIS LIMITED WARRANTY SHALL NOT APPLY TO AND DOES NOT COVER PRODUCTS THAT ARE IN ANY WAY SUBJECTED TO: (I) IMPROPER INSTALLATION OR STORAGE; (II) LACK OF PROPER MAINTENANCE AND SERVICE; (III) ACCIDENT, DAMAGE, ABUSE OR MISUSE; (IV) ABNORMAL OPERATING CONDITIONS OR APPLICATIONS; (V) REPAIR OR MODIFICATION BY BUYER OR ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF EMP; (VI) OPERATING CONDITIONS OR APPLICATIONS ABOVE THE RATED CAPACITY OF THE PRODUCTS; (VII) USE UNDER OPERATING CONDITIONS OR IN APPLICATIONS NOT MADE KNOWN TO OR CONTEMPLATED BY EMP AT THE TIME OF DELIVERY TO BUYER; OR (VIII) ACTS OF GOD.

**B. NO EXTENSION OF WARRANTY.** Repair or replacement pursuant to this Limited Warranty shall not in any way renew, modify, or extend the original Warranty Period as set forth above, and any repaired Product shall be warranted in accordance with the terms and provisions set forth herein.

**2. EXCLUSIVE REMEDY AND LIMITATION OF DAMAGES.** EMP’s sole and exclusive obligation under this Limited Warranty (and Buyer’s sole and exclusive remedy) shall be, upon prompt written notice by Buyer during the Warranty Period of any claimed breach, at EMP’s sole option and discretion: (a) repair or replace, without charge, F.O.B. at the location from which the original Product was shipped, any Product failure that is found by EMP, in its sole discretion, to be covered by this Limited Warranty; or (b) refund or credit Buyer for the purchase price paid for such Product. EMP reserves the right to authorize Buyer, or a pre-approved third party, to repair or replace the allegedly defective Product(s) as an alternative to EMP performing such work itself. If EMP authorizes Buyer, or a pre-approved third party, to repair or replace a Product under this Limited Warranty, Buyer shall retain the allegedly

defective Product for a reasonable period after such work has been completed to allow EMP the opportunity to examine and inspect same. If, upon examination and inspection, EMP determines, in its sole and exclusive judgment, that the Product repair or replacement was excluded from this Limited Warranty, EMP reserves the right to decline Buyer's warranty claim. EMP SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR EMP'S ACTS OR OMISSIONS OR OTHERWISE. This Limited Warranty covers only replacement or repair of defective Products at EMP's facilities and does not include the cost of field service, including travel and living expenses, labor, inspection, removal or installation of new or replacement Products, or normal maintenance. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EMP SHALL NOT, IN ANY EVENT, BE LIABLE FOR INCIDENTAL, COMPENSATORY, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF INCOME, LOSS OF TIME, LOSS OF SALES, INJURY TO PERSONS OR PROPERTY, LIABILITY BUYER INCURS WITH RESPECT TO ANY OTHER PERSON, OR ANY OTHER TYPE OR FORM OF CONSEQUENTIAL DAMAGE OR ECONOMIC LOSS.

**3. NO ADDITIONAL WARRANTIES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING LIMITED WARRANTIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE. EMP HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. To the extent that EMP's Products are consumer Products under applicable federal or state law with respect to any Buyer, the duration of any implied warranties (including, but not limited to, implied warranties of merchantability or fitness for a particular purpose) are limited to the shortest duration permitted by applicable law or the Warranty Period, whichever is longer, from the date of delivery.

**4. BUYER'S OBLIGATIONS.** Prior to using or permitting use of any EMP Product, Buyer shall determine the suitability of said Product for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith.

**5. MODIFICATION OF TERMS OF LIMITED WARRANTY.** No change in any provision in this Limited Warranty may be made without the written agreement of an authorized officer of EMP. Under no circumstances, by course of conduct or otherwise, shall EMP be deemed to have waived any of the terms or limitations of this Limited Warranty.

**6. ADDRESS FOR NOTICES.** Notice of any claim under this Limited Warranty must be sent to EMP at the following address: R&D Center, Engineered Machined Products, Inc., 2701 North 30th Street, Escanaba, MI 49829. Attention: Jeff Bichler,