

Diesel Control Service, LLC

Service agreement

General agreement for all services

1. All devices and unrepairable cores left at Diesel Control Service (DCS) for longer than 18 months become property of DCS. If you have a repair job that's been here for more than three months and you have not received an invoice, a request for more information, or a request to approve work or programming changes then please call us if you want the device returned to you. Any associated testing, diagnostic and labor fees in addition to the cost of the return shipping will be due before the ECM(s) are shipped out. Provide the contact information and return shipping information you used when you mailed the device in so that we may verify that you're the owner of the DDEC ECM.
2. Write your contact information on paper or on the ECM case as long as it's in the box with the ECM so we know who owns it. We'll need the owners or techs name, email address for us to send the online payable invoice to, a phone number that can receive text messages so information regarding the requested ecm service can be sent, received, and approved before job completion. The return shipping address should be an address that if worst case all other information is lost or doesn't make it in the box with the ecm can be verified by the owner or sender along with proof of residence, employment, or ownership of the property listed on the return address so that we can establish who the owner / sender of the ecm is.
3. I understand any services rendered by DCS may void the original manufacturer's warranties for the ECM. DCS does not assume, and expressly disclaims, any liability in the event that the manufacturer's warranties are voided due to service provided by DCS.
4. I expressly waive all claims against DCS for any damages to the device due to service by DCS which includes, but is not limited to truck damage, towing fees, down time losses or expenses that are incidental to the service rendered by DCS.
5. Every DDEC III and DDEC IV left the factory with a big yellow warning label on it for the ecm installer / technician regarding swapping ecms. Never assume two ecms are the same.
6. The ECM should be installed and tested on it's intended engine and application within 30 days of the ship back date to it's owner / technician. If ECM is installed on a different engine or application or is otherwise used as a test ECM it's performance and function will be negatively impacted. Any damage to the ECMs hardware will not be warrantied and instead be treated as a new repair.

DCS replacement ECM agreement

1. If the replacement ECM is sent out first, we will not have access to the original programming to be transferred over to the new ECM. The programming can be handled in one of two ways.
 - a. The customer will be responsible for the programming of features/parameters or
 - b. The customer is responsible to provide DCS with a full and accurate print-out for your engine and application to help ensure the ECM will work correctly. DCS is not responsible for any inaccuracies, omissions or incomplete information provided by the customer that result in misapplication, miscalibration, or malfunction of the ECM. (see **Programming services** below)
2. DCS does not have physical access to the engine so if a replacement ecm is purchased from DCS to fix a problem the owner / technician with physical access to the engine and application are responsible for properly diagnosing the ECM as the problem. An ECM can alter the engine's injection timing and intentionally or sometimes unintentionally compensate for a MECHANICAL problem or issue detected by the computer. This can make mechanical problems have intermittent symptoms. Also, ECMs react to intermittent sensor and wiring harness problems. This leads many technicians to diagnose the ECM as the problem when it's reacting to bad information from its sensors. You and your technician need to be aware of this before deciding that your ECM is the cause of your engine's problem. If you purchase a DCS rebuilt replacement ECM and you still have that problem, then we know the problem wasn't in the ECM and hasn't been found yet. As long as the ECM isn't damaged, and it's been less than two weeks since you've purchased the ECM from DCS we can usually offer to buy back the ECM for the cost difference between the purchase price and the cost rebuilding and refinishing the ECM again.
3. If you send in the ECM that you believe is the cause of your symptom before purchasing a replacement then DCS can usually verify that your symptom has been caused a problem with the ECM hardware or software with ecm testing.
4. All DCS replacement ECMs and ECM hardware repairs are bench tested before being shipped out. Videos / photos of the final bench test will be sent via text if the ecm owner / technician provides a phone number that can receive Videos / photos.

ECM core policy

1. In order to get full core value from ECM cores the ECM cores must be rebuildable. ECM cores that have severe internal damage from acid, fire, water, and excessive voltage aren't rebuildable.
2. ECM cores that have been stripped of parts will not receive core credit.
3. ECM cores must be received within 2 weeks of the purchase of a DCS rebuilt replacement ECM in order to receive core credit.

ECM Testing and diagnostics services

1. ECM bench testing allows the ECM hardware to be stress tested to the maximum constraints the ECMs software will allow without the limitations, uncertainty and added variables that come

with a live engine test. The purpose is to determine if an ECM is able to maintain datalink, injector and output driver functionality during the test. The ECMs datalink messages, current draw, Input stability, fault log history, output driver performance will be observed and recorded.

2. Unless the device isn't serviceable or is otherwise unrepairable, a minimum \$50 testing fee will be assessed for a standard 1 minute full load 1200 rpm injector, Jake (if applicable) and cruise (if applicable) test. Basic overnight load tests at whatever RPM you request (usually held on cruise or on the variable speed governor) are typically \$100 unless more specialized tests are requested. If the loss of ECM function or abnormality has been observed as intermittent note the conditions during the symptom along with how often and how long the symptom occurs.
3. You're responsible for letting DCS know what the symptoms of your problem are and the environmental conditions the symptoms most frequently occur. Some ECM problems might not show symptoms unless the ECM is run under very specific conditions. If possible, provide dddl 6 or J1708 datalink snapshots, recordings and cell phone video of the symptom while its happening and do NOT clear the stored fault code history. How long has the owner operator owned the engine / ecm and how long as the owner operator had the ecm/engine in service. How long ago were the symptoms, abnormalities, or loss of ecm function observed? If little or no information about the symptom is provided and the abnormality or loss of function is intermittent then it's unlikely a basic 1 minute or standard overnight diagnostic test will be able to replicate the symptom during the test. It's in the best interests of the owner / technician to provide as much information about the observed symptom as possible because symptoms not immediately reproduceable can often require an internal inspection with more specialized and significantly more expensive component level tests. These tests only happen after a basic test is inconclusive. When a cell phone is provided video / photo text messages of the results of the basic test are sent to the ecm owner/technician. The owner/technician can accept the basic test results as negative / inconclusive or instead request more time consuming and expensive testing. This can be done by seeking assurances regarding the ecm's condition or asking questions that require more testing to answer. These more specialized and time-consuming tests start at \$150 and go up from there. The most extensive "check everything" test is exploratory testing. Exploratory testing will almost always exceed the value of the ecm and needs to be requested and paid for in advance.
4. ECM Hardware diagnostics, hardware testing, and internal hardware inspections does not imply that the ECM software settings will be reviewed. If you suspect you have a software issue or otherwise want your ECM software checked you need to make that request.
5. Before a repair can be done the cause of a symptom needs to be determined and that can happen, the symptom or loss of function needs to be observed. Sometimes testing costs can exceed the cost of a repair so DCS recommends checking the truck for mechanical and wiring issues before sending in an ECM for testing or repair service. Problems outside the ECM are outside the scope of services DCS offers and are the responsibility of the technician or owner with physical access to the engine, wiring, and application.

6. On a case by case basis DCS can sometimes provide a premium consultation service to the technician or owner for additional cost.

ECM Repair services

1. I understand DCS warrants repairs done by DCS for a period of 1 year from the date of service and I have reviewed and understand the services warranty provided to me. (See **DCS ECM repair warranty** below);
2. DCS will not be held responsible for any damage from any attempt of repairs. Devices that have had prolonged circuit board contact with acid, water, fuel, or heat sometimes delaminate and peel apart when serviced. DCS will attempt to remove any service plate fasteners as carefully as possible but if the threads are oxidized badly enough that fastener is going to snap off and need drilled out no matter what.
3. If digital processes and/or ECM memory is damaged the ECM's programming could be unrecoverable. If this happens the ECM will need to be programmed after the repair or if a repair is not possible the replacement ECM will need to be programmed.
 - a. If the customer can provide DCS with a full and accurate print-out for your ECM's parameters DCS can program in these values. DCS is not responsible for any inaccuracies or incomplete information provided by the customer that result in misapplication, miscalibration, or malfunction of the ECM. (see **Programming services** below)
 - b. Otherwise the customer is responsible for the programming of features/parameters if the ECM's original program cannot be recovered.
4. DCS has no physical access to your engine or your truck. If the program in your ECM isn't original for your truck and engine or if your original ECM programming is not recoverable during a repair we'll need your ECM printouts. Your mechanic, or your nearest dealer, should be able to obtain a print-out of your ECM's current programming. Please include this printout with your paperwork you return to us. DCS cannot determine what options your truck had from the factory from the VIN number alone. DCS cannot determine what engine model you have from the engine serial number alone.
5. How long has the owner operator owned the engine / ecm an how long as the owner operator had the ecm/engine in service. How long ago were the symptoms, abnormalities, or loss of ecm function observed? This information will help if the symptom isn't immediately repeatable during the ecm testing phase of the repair.

ECM Programming services

1. As long as your ECM programing is an unmodified factory program that matches the engine serial number, Vin number, engine family, has updated injector trims, and tire size then odds are your programming is accurate send or text (412-327-9400) photos of the valve cover stickers, and injector trims if you want DCS to verify that the program in your ECM is designed to run with the engine model that you have. We often find the cause of some fuel mileage and power issues are the result of the ECM programming being mismatched with the engine model. Some techs make incorrect assumptions as to what's important and what isn't when it comes to

programming an ECM. Some of the most common problems we find in ECM programming are the direct result of multiple techs making the same assumption. Otherwise if you want the ecm ECM to be programmed for a different application or different truck provide the make and model year, the engine serial number, Vin number, engine family (example 6067BK60) and send or text (412-327-9400) photos of the valve cover stickers.

2. If programming what you want for peak power at the rpm limiter (2110 rpm typically) in terms of horsepower (flywheel) and peak torque @1200rpm in terms of ft-lbs.
3. Provide your desired engine protection settings. Otherwise DCS will use any existing ECM program settings already in your ecm if possible. (example: low Oil pressure 1. Shuts down the engine. 2. Derates the engine. Or 3. Only turns on the check engine light)
4. If you don't want a road speed limiter say so otherwise what you want as far as max road speed on throttle and on cruise. Otherwise DCS will use any existing ECM program settings already in your ecm if possible.
5. If the transmission is an automatic then any required datalink Jcomm addresses, input and output assignments, the final drive of the transmission vehicle speed sensor type .
6. Drive tire revolutions per mile and the rear end ratio are needed for accurate speedometer calibration.
7. The current injector part number on your injectors, and each pair of injector trim codes for each individual injector and the cylinder number it's in. (Radiator #1(xx),#2(xx),#3(xx),#4(xx),#5(xx),#6(xx), Firewall)
8. The truck's or application's input and output settings need to be provided unless you want to go with the most common option for that make model and year. You risk losing some functions if you guess. Some trucks had options that others didn't.
9. The customer is responsible to provide DCS with a full and accurate print-out for your truck to help ensure the ECM will work correctly with your application. DCS is not responsible for any inaccuracies or incomplete information provided by the customer that result in misapplication, miscalibration, or malfunction of the ECM. Any requested information that has not been provided or omitted before or at the start of the programming service will be the customers responsibility to update also be noted as omitted and will go unchanged from its original values or be set to the most common value.
10. Diesel Control Service (DCS) is not responsible for any misapplication, miscalibration, or malfunction of existing programing. Including any engine damage from ECM programming uprates. DCS expressly disclaims all warranties, express or implied, arising out of any ECM programming done by DCS.
11. Most software changes require final approval from the owner or tech prior to shipping the ECM back.

12. If a software issue is suspected after and ecm is sent back to the owner / technician following programming A **DDDL 6 snapshot recording submission will be required. Email valid DDDL6 recording during the observed symptom for review before an ecm repair will be considered for software testing** do not erase or clear any stored fault codes or fault code history. They will often help identify a derate or loss of function. If you are able to take a diagnostic link recording during the observed symptom or abnormality, email the record file to Services@dieselcontrolservice.com

Emissions compliance

You are responsible for the proper application of the ECM programming you request. If you request programming for an engine model that does not match the engine model you have then there is a chance that installing that ECM on your engine could make your engine not compliant with its original emissions certification. The same thing goes for running camshafts, pistons, or injectors that are not designed for your engine model.

Consultation Services

Phone consultation services are sometimes available at an additional cost. This includes but not limited to engine or ECM diagnostics, engine wiring, transmissions, engine components, ect.

I, the undersigned, have read, understand, and accept this Policy:

Company: _____

Client Name (Please Print): _____

Signature: _____ Date: _____

Limited Warranty on Electronic Control Modules sold by Diesel Control Service, LLC (DCS)

These two warranties cover ECMs sold by Diesel Control Service, LLC and ECM repairs done by Diesel Control Service, LLC. Please read below so that you have a clear understanding of our warranty procedures and policies.

DCS replacement ECM Warranty and DCS repair Warranty

Summary of Warranty: Diesel Control Service, LLC, 615 Pillow Avenue, Cheswick, PA 15024 warrants to the ORIGINAL PURCHASER ONLY when purchased from the Warrantor, for a period of one (1) year from the date of purchase or services (the "Warranty Period"), that the ECM or ECM repair shall be free of substantial defects in materials and workmanship attributable to the Warrantor or that the services

provided are done correctly. The Warranty is not transferrable and may not be assigned to any other person or party.

Exclusions From This Warranty: Warrantor expressly disclaims any responsibility for damage to the purchaser's truck or vehicle arising out of the use of the ECM and arising out of the alleged failure or malfunction of the ECM. The warranty further expressly disclaims and does not cover failures caused by abuse or misuse, damage from repairs from third-parties, damage from faulty truck wiring and from faulty components, and damage from external conditions such as weather, lightening, supply voltage spikes, and welding.

Limitation and Disclaimer of Warranties: Warrantor expressly limits the duration of all express and implied warranties of merchantability and all implied warranties of fitness for a particular purpose except in those states that do not allow this exclusion. Warrantor expressly disclaims all implied warranties of merchantability or fitness for a particular purpose after expiration of the warranty period. No action to enforce express or implied warranties shall be commenced later than (90) ninety days after expiration of the warranty period. There is no warranty of any nature made by the warrantor beyond that contained in the Warranty. No person has authority to enlarge, amend or modify this Warranty except by the Warrantor.

No action to enforce express or implied warranties shall be commenced without prior written notice to the Warrantor at the address listed above of the alleged defect or nonconformity of the ECM and the Warrantor, at its Direct Option, shall have a final opportunity to remedy the alleged defect or nonconformity.

Disclaimer of Consequential And Incidental Damages: The original purchaser of the ECM and any person to whom the ECM is transferred, and any person who is intended or unintended user or beneficiary of the ECM shall not be entitled to recover from warrantor any consequential or incidental damages (which includes but is not limited to: loss of earnings, towing expenses and fees, and loss of use damages).

Warrantor's Obligation: The Warrantor will remedy substantial defects in materials and workmanship caused by the Warrantor. The Warrantor shall elect to remedy the defect from any of the following: repair or replacement. Warranty performance can only be obtained from the Warrantor. All costs incurred in obtaining warranty service from the Warrantor shall be borne by the Original Purchaser. The Warrantor shall remedy the defect within a reasonable amount of time, after appointment and delivery by the Original Purchaser. All of Warrantor's expenses in remedying the defect shall be borne by the Warrantor.

Purchasers Obligations: Purchaser must print and sign his/her name and date the warranty at the time of purchase to validate this Warranty. Failure to print and sign and date the warranty will invalidate this warranty. The Original Purchaser shall deliver the ECM for warranty service within a reasonable time after discovery of the defect and in no event after expiration of the Warranty period which Warranty Period is one (1) year. All expenses incurred by the Original Purchaser in obtaining warranty service shall be borne by the Original Purchaser. No action to enforce express or implied warranties shall be commenced without prior written notice to the Warrantor at the address lived above of the alleged defect of nonconformity and the Warrantor shall have a final opportunity to remedy.

Events Discharging Warrantor From Obligation Under This Warranty: ECM hardware damage

Both DCS rebuilt replacement ECM and DCS ECM repair warranties do not cover **ECM hardware damage**. **ECM Hardware damage** is an ECM failure caused by abuse or misuse, damage from repairs from third-parties, damage from faulty truck wiring and from faulty components, damage from external conditions including but not limited to WATER, oil, or fuel intrusion, pressure washing, engine fires, weather, lightning strikes, supply voltage spikes, welding, battery polarity reversal, immersion in water, nuts rubbing holes in the service plate, damage from improper installation, connector damage from overtightening, bad seals on the ECM connectors, unauthorized alteration, accident, and improper servicing or repair will discharge the Warrantor from any obligation under this warranty.

ECM repair warranty coverage:

An ECM has many subsystems and these systems are assemblies of many parts and traces within the ECM. A DCS repair warranty covers the repairs DCS made to the ECM. This repair warranty does not cover the ECM itself or any other ECM parts other than the parts involved in the initial repair. For example: If DCS replaces an ECMs internal battery and a few months after the ECM is returned to the owner the ECM memory fails then an ECM repair warranty on the ECMs internal battery would not cover the ECMs memory. If DCS were to start a new repair order and replace the memory on that same ECM then both the battery and the memory would be covered under a new ECM repair warranty that would include both the battery and the memory and that warranty would supersede the original battery warranty.

If you believe your ECM failed up to 1 year after a repair was done by DCS then DCS will retest the ECM and inspect the repair. **DDDL 6 snapshot recording submission is required. Email valid DDDL6 recording during the observed symptom for review before an ecm repair will be considered for testing or inspection under warranty** do not erase or clear any stored fault codes or fault code history. They will often help identify a derate or loss of function. If you are able to take a diagnostic link recording during the observed symptom or abnormality, email the record file to Services@dieselcontrolservice.com

1. If no unrepaired **ECM hardware damage** is found but the repair is found to have failed and/or parts replaced by DCS are found to be defective then DCS will restore that repair and/or replace any DCS installed parts found to be defective within two weeks of receiving the ECM and provide return ground shipping back to the ECM owner. The original DCS repair warranty would be unaffected.
2. If no unrepaired **ECM hardware damage** is found but the repair is found to have failed and cannot be repaired or cannot be repaired within two weeks of receiving the ECM then the ECM will be marked as a core and the initial cost of the repair will be refund to the owner and DCS will provide return ground shipping for the core. When the refund for the repair is returned any DCS warranties on that ECM will expire.
3. If **ECM hardware damage** is found (See **hardware damage**)
 - a. If the **ECM hardware damage** is repairable a new repair order can be started with repair and return shipping costs being covered by the owner of the ECM. After the repaired ECM is returned to the owner a new DCS ECM repair warranty will replace the original DCS ECM

repair warranty and cover the additional repairs that were needed to restore the functionality of the ECM.

- b. If the **ECM hardware damage** is not repairable or the owner does not want the ECM repaired, then the ECM will be marked as a core and the cost of the return shipping will be all that is due from the owner of the ECM. All warranties that were provided for that ECM are voided. (see **Events Discharging Warrantor From Obligation Under This Warranty** and **Exclusions From This Warranty** above)
4. If no new damage is found and the repair is found to be intact and any DCS installed parts are found to be free of defects, then an internal inspection fee of \$150 will be due in addition to the cost of the return shipping. The original DCS repair warranty would be unaffected.
5. All DCS replacement ECMs and ECM hardware repairs are bench tested before being shipped out. Videos / photos of the final bench test will be sent via text if the ecm owner / technician provides a phone number that can receive Videos / photos.

DCS replacement ECM warranty coverage:

If you believe your ECM failed up to 1 year after you purchased it from DCS then DCS will retest the ECM and conduct an internal inspection. **DDDL 6 snapshot recording submission is required. Email valid DDDL6 recording during the observed symptom for review before an ecm repair will be considered for testing or inspection under warranty** do not erase or clear any stored fault codes or fault code history. They will often help identify a derate or loss of function. If you are able to take a diagnostic link recording during the observed symptom or abnormality, email the record file to Services@dieselcontrolservice.com

1. If hardware **defects** or a defective part are found then DCS will repair that issue and replace the defective parts within a two week period from the time DCS received the ECM or replace the ECM with another DCS rebuilt replacement ECM and provide return ground shipping back to the purchaser of the ECM.
2. If **ECM hardware damage** is found (See **ECM hardware damage** for more information on this)
 - a. If the **ECM hardware damage** is repairable a repair order can be started with repair and return shipping costs being covered by the purchaser of the ECM. After the repaired ECM is returned to the purchaser the original DCS rebuilt replacement ECM warranty will be replaced by a DCS ECM repair warranty.
 - b. If the **ECM hardware damage** is not repairable or the purchaser does not want the ECM repaired, then the ECM will be marked as a core and the cost of the return shipping will be all that is due from the purchaser. All warranties that were provided for that ECM are voided. (see **Events Discharging Warrantor From Obligation Under This Warranty** and **Exclusions From This Warranty** above)
3. If a hardware issue is NOT found an \$150 internal inspection fee will be due in addition to the cost of the return shipping. The original DCS rebuilt replacement ECM warranty will be unaffected.

4. If hardware **defects** or a defective part are found then DCS will repair that issue and replace the defective parts within a two week period from the time DCS received the ECM or replace the ECM with another DCS replacement ECM and provide return ground shipping back to the purchaser of the ECM.
5. If **ECM hardware damage** is found (See **ECM hardware damage** for more information on this)
 - c. If the **ECM hardware damage** is repairable a repair order can be started with repair and return shipping costs being covered by the purchaser of the ECM. After the repaired ECM is returned to the purchaser the original DCS rebuilt replacement ECM warranty will be replaced by a DCS ECM repair warranty.
 - d. If the **ECM hardware damage** is not repairable or the purchaser does not want the ECM repaired, then the ECM will be marked as a core and the cost of the return shipping will be all that is due from the purchaser. All warranties that were provided for that ECM are voided. (see **Events Discharging Warrantor From Obligation Under This Warranty** and **Exclusions From This Warranty** above)
6. If a hardware issue is NOT found an \$150 internal inspection fee will be due in addition to the cost of the return shipping. The original DCS rebuilt replacement ECM warranty will be unaffected.

I have had the opportunity to review the DCS limited Warranty and I understand its terms and conditions.

Name (Printed)

Name (Signature)

Date