



1220 12th Street SE
Suite # G010
Washington, DC 20003
www.fairbanksmorse.com

30 May, 2017

Mr. Joseph C. Williams
President
Innovative Hydrogen Solutions Inc.
200 Industrial Parkway South
Aurora, Ontario
L4G 3V6

RE: Hydrogen Combustion Enhancement Technology

This letter confirms that Fairbanks Morse, LLC and Innovative Hydrogen Solutions Inc. ("IHS") are parties to a Services Agreement dated December 20, 2016 pursuant to which IHS is performing services intended to demonstrate the benefits of hydrogen combustion enhancement into diesel engines on board U.S. Navy ships. Should the U.S. Navy award a phase two agreement, FME intends to enter into a new, 5-year agreement with IHS.

Based on information known to date, FME does not expect that installing the IHS technology on a Navy engine would void FME's warranty relating to such engine.

A handwritten signature in blue ink that reads "Marvin Riley".

Marvin Riley
President



Caterpillar Inc.
100 NE Adams St
Peoria, IL 61629 USA

July 11, 2017

To Whom It May Concern,

Caterpillar Inc.'s position on the use of after-market products is as follows:

When auxiliary devices, accessories and/or consumables (filters, oil and fuel additives, etc.) made by other manufacturers are installed and used on Caterpillar products, the Caterpillar warranty is not affected simply because of their use. The Caterpillar warranty continues to cover defects caused by our material or workmanship. Failures resulting from the usage of other manufacturer's products are not Caterpillar factory defects and therefore, are not covered by Caterpillar warranty.

In addition to the above, we must also inform you that Caterpillar Inc. does not authorize the use of its trade name or trademark in a manner which implies our endorsement of these after-market products.

Regards,

A handwritten signature in black ink, appearing to read "Clif Kirby". The signature is stylized and somewhat cursive.

Clif Kirby
Global Warranty
Caterpillar Inc.



-----Original Message-----

To: support.web@cummins.com
Cc: engines@cummins.com
Subject: Warranty

Are warranties voided if a hydrogen injection unit is added?

Good afternoon:

Aftermarket parts don't necessarily void the warranty. It all depends on the root cause. If the root cause of the failure is the aftermarket part, it would void the warranty for that repair. If the root cause was another part, the warranty would still be intact.

Thank you for contacting Cummins.

Mark
Customer Care Representative

If we have misunderstood the information in your communication or you have additional questions please feel free to respond to our support staff by e-mailing powermaster@cummins.com or call Monday through Friday, 7 a.m. to 7 p.m. ET at [1-800-DIESELS \(1-800-343-7357\)](tel:1-800-DIESELS). If you are located outside of North America, you can reach us at [812-377-3000](tel:812-377-3000).

For authorized service center locations please visit:
<http://locator.cummins.com>
Cummins.com
Everytime.cummins.com



October 30, 2017

Mr. Joe Williams
President
Innovative Hydrogen Solutions
200 Industrial Parkway S.
Aurora, Ontario
Canada
L4G 3V6

Dear Mr. Williams:

As a matter of policy, Detroit Diesel Corporation does not approve or disapprove of the use of any aftermarket fuel additive, oil additive, emissions system or performance/fuel economy enhancing device. The Detroit Diesel standard limited engine warranty and extended service coverage will not be affected by the employment of the IHS Hydrogen Electroliser. However, if an engine failure is attributed to the use of the Hydrogen Electroliser, the repairs would not be covered under warranty or extended service coverage.

Sincerely,

A handwritten signature in blue ink that reads "Mark G. Summers". The signature is fluid and cursive, with a long horizontal line extending to the right.

Mark G. Summers
Senior Manager
Bus, Coach & Emergency Vehicle Product Support



'It is the policy of Electromotive Diesel (EMD) to manufacture engines that operate satisfactorily on good quality commercial fuels that are regularly provided by the petroleum industry and meet the requirements of this maintenance instruction. As a result, EMD does not recommend the use of supplementary fuel additives marketed under such designations as conditioners, combustion enhancers, smoke suppressants, or graphitizers.

EMD warranty does not cover the effects of the use of specific fuel or additives. EMD warranty cover only EMD materials and workmanship. If a failure arises as a result of using a specific fuel or fuel additive, it is the responsibility of the fuel or additive supplier and/or the customer to accept the costs incurred.

There is a variety of fuel additives offered on the market today covering a wide range of claims including fuel consumption improvements and/or emission benefits. In some instances such additives may prove beneficial, while in other cases they may promote specific problems. The evaluation of such additives to establish their actual performance characteristics requires extensive laboratory screening, short-term performance tests, and long-term durability evaluation. Such a multitude of potential additive tests cannot be realistically justified by EMD since they would impose extensive costs as well deter from priority test programs critical to its product line.

Because there are a large number of companies that market fuel additive products, as well as high internal costs to fully evaluate performance characteristics, EMD is not able to endorse any of these products for use by customers. If a customer intends to use any additive product, it is their responsibility to fully evaluate the product."

Craig A. McKeen - Aftermarket Sales Manager

Electro-Motive Diesel, Inc. 9301 W. 55th Street LaGrange, IL



HITACHI

"John Deere product warranty only covers defects in material and workmanship as manufactured and sold by John Deere. Failures caused by the use of biodiesel fuels or other fuel additives are not defects of workmanship and/or material as supplied by John Deere, and cannot be compensated under John Deere warranty. John Deere oils are quality blended, so additives are neither required nor recommended. The use of an additive will not automatically void the warranty, but if the additive is found to cause a failure, that would not be compensated under warranty. Deere does have biodiesel fuel conditioners that we recommend to use. We do not recommend additives for oil."

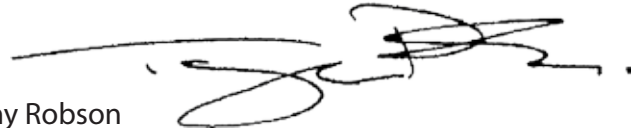
Werner Steinbeck
Customer Contact Center - Agriculture
Email: Steinbeckwerner@johndeere.com

OEM Warranty - Third - Party Supplier Product Installed or Used with Komatsu Product

Dear Customer:

If an attachment, accessory, part, consumable or other product of a third-party supplier is installed on or used with a Komatsu product, Komatsu America Corp. will continue to honor its original equipment manufacturer warranty on the Komatsu product itself. Komatsu America Corp. will deny a warranty claim on Komatsu product, however, if the claimed defect resulted from the installation of use of the product of the third-party supplier. If you have any questions, please contact us.

Thank you for your business.
Regards,



Tony Robson
Director, Construction Customer Supprt
Komatsu Americal Corp.



July 13, 2017

To respond to your inquiry regarding warranty coverage and aftermarket equipment installed after the unit leaves are factory, warranty coverage for the vehicle is not voided simply because the equipment is in place. However, our New Vehicle and Purchased Coverage Warranty certificates do state: "Any vehicle or vehicle system repaired, altered, or inspected in any way, so as to adversely affect, in Mack Trucks' sole judgment, its stability, durability, or reliability, is not covered." Hence, if a failure, damage or compliance issue occurs that is directly attributable to an additive, Mack Trucks would decline warranty participation.

Sincerely,

Vince Lindley

Director, Warranty and Technical Support



NAVISTAR[®]
CUSTOMER SUPPORT CENTER

WARRANTY COVERAGE

5.4 WARRANTY COVERAGE ON MODIFICATIONS, ADDITIVES, OR SPECIAL EQUIPMENT

Warranty coverage will not be voided by the installation or use of special equipment, additives or other chemicals designed to improve vehicle performance, non-International[®] parts, or by the modification of any part of the vehicle. **HOWEVER, IF THE USE OF SUCH DEVICES, MODIFICATIONS OR ADDITIVES CAUSES A FAILURE, THE COST TO REPAIR OR REPLACE THE FAILED PART OR COMPONENT IS NOT REIMBURSABLE.**

Changes from the original lineset equipment will void warranty for that component (unless directed by Navistar.)

Bryan Fresse
Product Warranty Manager

Navistar, Inc
2701 Navistar Drive
Lisle, IL 60532
P: (800) 336-4500 option 5-1
E: Bryan.Fresse@Navistar.com



July 13, 2017

To respond to your inquiry regarding warranty coverage and aftermarket equipment installed after the unit leaves are factory, warranty coverage for the vehicle is not voided simply because the equipment is in place. However, our New Vehicle and Purchased Coverage Warranty certificates do state: "Any vehicle or vehicle system repaired, altered, or inspected in any way, so as to adversely affect, in Volvo Trucks' sole judgment, its stability, durability, or reliability, is not covered." Hence, if a failure, damage or compliance issue occurs that is directly attributable to an additive, Volvo Trucks would decline warranty participation.

Sincerely,

A handwritten signature in blue ink that reads "Vince Lindley".

Vince Lindley

Director, Warranty and Technical Support

TEL: 336.393.2000