



## **Engine Manufacturer's Letters Stating their Position Regarding the use of Xp<sup>3</sup>**

“When auxiliary devices, accessories, and/or consumables (filters, oil and fuel additives, synthetic oil, catalyst, etc.) made by other manufacturers are 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 installation or usage of other manufacturers products that are used on Caterpillar products are not Caterpillar factory defects and, therefore, are not covered by Caterpillar warranty.”

*(Caterpillar Inc. - letter to Xp Lab, Inc. October 24, 1995 – 2<sup>nd</sup> and 3<sup>rd</sup> paragraph)*

“Cummins Engine Company's warranty covers defects in workmanship and/or material as manufactured and sold by Cummins; therefore, any product sold in the marketplace not manufactured by Cummins does not affect our warranty. However, any engine performance problem or failure caused by products not manufactured or sold by Cummins is not considered a warrantable type of failure”

*(Cummins Engine Company - letter to Xp Lab, Inc. July 28, 1995 - 4<sup>th</sup> paragraph)*

Detroit Diesel Corporations (DDC) warranty covers defects in material and workmanship. The use of XP3 will not in itself violate or void the warranty. If an engine concern were to occur as the result of using XP3, then the DDC warranty would not cover the problem or concern.

*(Detroit Diesel Corporation - letter to Xp Lab, Inc. May 12, 1995 – 2<sup>nd</sup> paragraph)*

“Use of products which we do not manufacture, sell or recommend with Mack vehicles does not, in and of itself, void Mack warranty coverage. However, if the use of such products results in a failure directly or indirectly of a Mack component or adversely affects operation of the vehicle, we would not accept the responsibility under the terms of our warranty.”

*(Mack Trucks, Inc. - letter to Xp Lab, Inc. November 3 1995 – 2<sup>nd</sup> paragraph)*

“Wartsila Diesel has been approached by XP Lab, Inc. about the fuel additive. Xp3. Without having any experience in the additive, but based on received information as well as on a sample, we believe that this ashless additive probably will not harm the engine. Wartsila however does not take any responsibility for the function of the additive, and do not cover any damages caused by the additive even if the engine still is under WD warranty.”

*(Wartsila Diesel Group - fax to Xp Lab, Inc. October 18, 1996 – 3<sup>rd</sup> paragraph)*

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“We confirm that we would not void warranty on such engines for this reason.....

John Deere does not warrant non-John Deere parts, accessories or additives, nor does it warrant non-John Deere workmanship in changing or adding parts or accessories to engines John Deere will not be responsible for failures of non-John Deere parts, accessories or additives added to engines or for any failures of John Deere engines that non-John Deere parts, accessories, additives or workmanship might cause”

*(Deere Power Systems Group - John Deere - letter to Xp Lab, Inc. July 26, 1995 – 2<sup>nd</sup> and 4<sup>th</sup> paragraph)*

“To specifically address the issue of voiding warranties I will clarify GM's position. General Motors does not automatically void the GM warranty if your product is used by a customer. However, if GM does find that a failure was caused by the use of your product, then the affected component(s) will not be warranted by GM. This leads o the review of failures in a "case-by-case" manner, which is the normal investigative procedure for General Motors.”

*(GM North American Service Operation. - letter to Xp Lab, Inc. September 11, 1995 – 4<sup>th</sup> paragraph)*

“The use of a fuel additive in itself would not be cause for voiding the engine warranty.

This letter should not be construed as either approval or disapproval of the use of a fuel additive”.

*(American Isuzu Motors, Inc. - letter to Xp Lab, Inc. November 27, 1995 – 1<sup>st</sup> and 3<sup>rd</sup> paragraph)*

“As the policy sates, the use of additives in an of themselves do not void warranty, yet if the additive is determined to cause a failure, the related costs are not reimbursable.”

*(Navistar International Transportation Corp. - letter to Xp Lab, Inc. November 5, 1995 – 2<sup>nd</sup> paragraph)*

“Our standard warranty does not specifically address the use of fuel additives. The warranty covers replacement of any part failing by reason of defective material or workmanship. The use of XP3, or any other fuel additive, could not be considered a violation of the terms of the warranty, as it would not be considered to have any impact on the material or workmanship. However, any prob1m or concern occurring due to the use of such products would not be covered by our standard warranty.”

*(Deutz Corporation. - letter to Xp Lab, Inc. January 15, 1997 – 2<sup>nd</sup> paragraph)*

“Mercedes-Benz of North America, Inc. can neither approve nor disapprove the use of "Xp3" diesel fuel additive treatments in Mercedes-Benz products. On the other hand, use of your product does not, in and of itself, void the warranty on Mercedes-Benz vehicles. If, however, the use of a non-Mercedes-Benz product causes or contributes to the failure of an M-B component, the cost

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of repairing the effected component is not covered by our limited vehicle warranty.....”

*(Mercedes-Benz of North America - letter to Xp Lab, Inc. October 10, 1995 – 3<sup>rd</sup> paragraph)*

“Our standard warranty does not specifically address the use of fuel additives. The warranty covers replacement of any part failing by reason of defective material or workmanship. The use of XP3, or any other fuel additive, could not be considered a violation of the terms of the warranty, as it would not be considered to have any impact on the material or workmanship. However, any problem or concern occurring due to the use of such products would not be covered by our standard warranty.”

*(Coltec Industries - letter to Xp Lab, Inc. July 27, 1995 – 2<sup>nd</sup> paragraph)*

“Use of this product does not in itself void the warranty on Volvo engines. Should an engine concern occur as the result of using Xp3, the Volvo warranty will not cover this problem or concern.”

*(Volvo Trucks, N.A. - letter to Xp Lab, Inc. September 23, 1997 – 3<sup>rd</sup> paragraph)*

“Further to your question we inform you that MTU warrants that the products will be free from defects in material and workmanship.”

Only the use itself of your product XP3 will not violate or void the warranty.

*(MTU Motoren und Turbinen Friedrichshafen GmbH - letter to Xp Lab, Inc. August 13, 1998 – 2<sup>nd</sup> and 3<sup>rd</sup> paragraph)*

“GE has reviewed the chemical composition data provided by your firm regarding thig XP3 Fe[ Enhancer and concluded the following:

1. Based upon the data provided by XP Labs, the use of XP3 Fuel Enhancer as a fuel additive, and in the ratio indicated, should not adversely affect the hot section component-, of the LM Product Lines,
2. When used as a fuel additive. GE strongly recommends frequent borescope inspections of the combustor and fuel nozzles for evidence of increased coking. These inspections should be accomplished on a weekly basis until it can be verified that no coking will result from the use of this product. The combustor venturis swirlers plus the fuel nozzle tips should he closely examined for evidence of accelerated coking. Turbine operators are also advised to closely monitor turbine discharge temperature (T48) spread during the initial use of this product.

3 LM product line owners and operators must assume all responsibility for any damage that may result from me use of XP3 Fuel Enhancer or other fuel additives.”

*(General Electric International – Fax to Xp Lab, Inc. August 21, 1997)*

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