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## **HATZ DIESEL LIMITED PARTS WARRANTY FOR AIR & LIQUID-COOLED ENGINES**

HATZ DIESEL OF NORTH AMERICA, INC., hereinafter referred to as "HATZ", warrants each new spare part sold by Hatz to be free from defects in material and workmanship, under normal use and service, for a period of six (6) months after the date of delivery to the original retail purchaser, and Hatz will, at their option, repair or replace at Hatz's sales headquarters, or at a point designated by Hatz, any part or parts which shall appear to the satisfaction of Hatz upon inspection at such point, to have been defective in material or workmanship. This Warranty does not obligate Hatz to bear any labor or transportation charges in connection with the repair or replacement of defective parts and such charges shall be borne by the original retail purchaser.

In order to obtain service under this Warranty, the original retail purchaser shall give notice in writing to Hatz within ten (10) days of the time the defect becomes apparent. Claims must be received at Hatz no later than thirty (30) days after part defect date.

This Warranty shall not apply to any parts which shall have been installed or used in a manner not recommended by Hatz; nor to any part which shall have been repaired, altered, neglected or used in any way which, in the opinion of Hatz, adversely affects its performance; nor to any part which is not a genuine Hatz part, the use of which will damage, cause defects in, or otherwise adversely affect the engine or its performance; nor to any accessories installed where the accessory manufactured has its own warranty; nor to normal maintenance services or replacement of normal service items.

Hatz reserves the right to require that any part upon which warranty service is sought be made available to Hatz, at Hatz's sales headquarters or point designated by Hatz free and clear of any liens and other encumbrances.

THIS LIMITED PARTS WARRANTY, AND THE OBLIGATION OF HATZ HEREUNDER, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, and all other obligations or liabilities, including actual, special, direct, indirect, incidental or consequential damages, lost profits, lost sales, lost time, lost use, or contingent liabilities arising out of the failure of any part to operate properly. No person is authorized to give any other warranty or to assume any additional obligation on behalf of Hatz unless made in writing and signed by an officer of Hatz.



## **WARRANTY EXCLUSIONS FOR AIR & LIQUID-COOLED ENGINES**

The following items will not be covered in the third year (25-36 months) under the extended limited warranty:

- ◆ Electrical / Electronic components
- ◆ Hoses
- ◆ Belts
- ◆ Adhesives
- ◆ Gaskets
- ◆ Hydraulic components
- ◆ Injection nozzles
- ◆ Gear cases and clutches
- ◆ Incidental expenses: travel time, mileage, and freight

## **ITEMS NOT COVERED BY WARRANTY FOR AIR & LIQUID-COOLED ENGINES**

- ◆ Lubricants, fuels, shop towels, supplies and hazardous waste disposal
- ◆ Phone/Fax/Communication costs
- ◆ Rust or corrosion damage caused by algae and bacterial growth in fuel. Varnish forming in fuel system due to deteriorating fuel, seals, gaskets, etc. Steps to stabilize fuels should be considered to protect fuel injection equipment, especially when engines are not used daily.
- ◆ Any sales taxes
- ◆ Diagnostic and/or cleaning time. Exception: ½ hour labor will be allowed for HDS<sup>2</sup> diagnostic trouble shooting.
- ◆ Overtime labor
- ◆ Damage caused by the use of any starting aid or fluid
- ◆ Damage caused by pressure washing, steam cleaning or chemical washing