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## MTU NEW PARTS WARRANTY

MTU warrants new parts sold by MTU be free from defects in material and workmanship at the time of sale. This warranty applies for parts sold by MTU after January 1, 2011.

This warranty is subject to the following:

### 1. **Warranty Period**

The Warranty Period is 12 (twelve) months and unlimited hours. The warranty period begins on the date the new service replacement part is installed on a MTU engine by an authorized MTU service outlet or the date of sale on “over the counter” purchases.

### 2. **MTU Responsibilities**

If a warrantable failure is found during the Warranty Period, and provided the owner complies with its obligations under Section 3, MTU will, during normal working hours and through an MTU authorized distributor, dealer or workshop:

- Repair or replace, at MTU's election, the defective part with a new or remanufactured replacement part
- Replace lubricating oil, filters, antifreeze and other service items rendered unusable by the defect
- Provide reasonable or customary labor needed to correct the defect.
- Provide reasonable technicians travel time to and from the equipment location from the closest MTU service outlet.

MTU's obligation to repair or replace defective parts does not include, and expressly excludes, responsibility for reimbursement of incidental or consequential costs including, but not limited to, costs associated with removal and reinstallation of the engine for its intended use, and/or transportation costs.

### 3. **Owner Responsibilities**

During the Warranty Period, owner is responsible for and MTU will not reimburse:

- (a) Premium or overtime labor costs;
- (b) Charges on parts purchased on “over-the-counter” sales including labor costs for part removal, repair and reinstallation, or progressive damage to other engine parts
- (c) Labor and material costs for product removal and reinstallation;
- (d) Transportation costs or travel expenses related to delivery of the engine to the designated repair facility;
- (e) Incidental or administrative expenses of whatever nature;
- (f) Non-engine repairs, “downtime” expenses, cargo damage, fines, all business costs and other losses resulting from a warrantable failure.
- (g) Parts shipping charges in excess of those which are usual and customary.
- (h) Local taxes, if applicable.

In addition, owner must

- (h) Promptly notify MTU or its authorized representative of a warrantable failure and make the engine available for repair.
- (i) Comply with MTU's or an authorized representative's reasonable directions regarding the timing, sequence and location of warranty repairs and make the engine available for inspection.
- (j) Perform all required maintenance, and maintain and provide proof that all required maintenance has been performed.
- (k) Use specified consumables such as fuel, oil, lubricants and coolant.
- (l) Allow MTU access to all electronic data stored in the Electronic Control Module, as applicable.
- (m) Promptly return to MTU upon demand all parts replaced under warranty.
- (n) Comply with MTU Long Term Storage Guidelines, if applicable, and maintain and provide proof of compliance.

### 4. **Limitations**

MTU is not responsible for:

- (a) defects which were obvious or capable of being identified by reasonable inspection and not reported to MTU within 3 days of receipt of the engine; or
- (b) failures caused or potentially caused by any failure to follow MTU requirements for installation, commissioning, operation, maintenance, service, repair, inspection or use of MTU specified consumables; or
- (c) failures caused or potentially caused by service work performed by non-MTU authorized service providers and/or the use of non-genuine MTU parts; or
- (d) failures resulting from natural wear and tear, accidents, incorrect use, handling, storage or corrosion-proofing, incorrect installation or modification of the goods supplied; or
- (e) failures resulting from abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; over speeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine.



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- (f) improper repair or any use or installation which MTU judges improper
- (g) failures caused by incorrect oil or fuel by water, dirt or other contaminants in the fuel or oil
- (h) failures resulting from owner's delay in making the engine available after being notified of a potential problem
- (i) damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the engine, or transmission (including any products of other manufacturers packaged and sold by MTU); or
- (j) repair of components sold by MTU that are warranted directly to the owner by their respective manufacturer.

5. Owner agrees to reimburse MTU for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded.

6. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL MTU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF RELATED TO ANY ACTUAL OR CLAIMED DEFECT IN ANY GOOD OR PART SUPPLIED BY MTU.**

**THE FOREGOING LIMITED WARRANTY DOES NOT APPLY TO ANY ITEM MTU SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER AND MTU MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY AS TO THESE ITEMS.**

**MTU EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES RELATED TO MANUFACTURE OR SALE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.**

7. In the event of conflict between the terms of this warranty and any General Conditions of Sale, the terms in this warranty will take precedence.

8. Some states do not allow warranty duration limitations and/or certain exclusions or limitation of incidental or consequential damages parts. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives the owner specific legal rights, and the owner may also have other rights, which vary by jurisdiction.

To find the location of the nearest MTU authorized distributor, dealer or repair facility, call 248-560- or write to:

MTU America Inc.  
39525 MacKenzie Drive  
Novi, MI 48377