



#### **GENERAL WARRANTY COVERAGE**

#### **WARRANTY OVERVIEW**

JLG's warranty provides owner protection for product and part defects in material and workmanship during a specified period of time or product usage. The warranty also protects JLG and its Account Holders from unreasonable claims.

The commitments and limitations outlined in JLG's Warranty Statement are not subject to change or alteration. JLG's Warranty Statement is provided to JLG Account Holders and is included in Section A of this manual.

In response to valid warranty claims, JLG has the option of furnishing replacement part(s), crediting cost of part(s), or paying reasonable costs to repair any defective part(s).

JLG's product warranties are country or region specific and may be different from country to country. The warranty that applies is dependent on the country or region where the product is originally manufactured or sold.

#### WARRANTY STATEMENT DISCLAIMER

The Warranty Statement contains a disclaimer that you should read carefully and note. Two important points in the JLG Warranty Disclaimer are: 1) no other warranty or promise can be implied except for what is expressly stated; and 2) any incidental and consequential damages experienced in connection with the use of a machine or product are specifically excluded.

#### **WARRANTY REGISTRATION**

Warranty Registration Forms MUST be completed and received within six (6) months of the ship date for machines purchased with a Standard Warranty, and within two (2) months of the ship date for machines purchased with an Extended Warranty. Warranty Registration Forms are included with the packet of materials shipped with each machine and can also be found on Online Express. Completed forms can be mailed via U.S. Mail, postage prepaid to JLG Industries, Attn: Warranty Department; faxed to 717-485-6032; or e-mailed to JLGWarranty@ilg.com. Warranty registrations can be submitted online through Online Express as well.

If the Warranty Registration Form is not timely received, the machine ship date of the unit will be used as the Warranty Start Date.

#### **WARRANTY COVERAGE**

JLG processes warranty claims globally for:

- Standard Warranty
- Parts Warranty
- Structural Warranty
- Extended Warranty
- Reconditioned Warranty
- Service Campaign
- Safety Campaign

#### **WARRANTY COVERAGE Continued**

The warranty tab selection located on Online Express will direct you to the warranty module, which allows you to enter and inquire about warranty claims, return parts, and create and print reports. Paper submittal of claims is also available, although a service fee may be applied for any claim not submitted online. Warranty claims cannot be completed or processed over the phone.

Claim submittal and processing is performed through an Electronic Warranty System: <a href="http://onlineexpress2.jlg.com">http://onlineexpress2.jlg.com</a> or <a href="http://onlineexpress2.jlg.com">www.servicebench.com</a>.

#### STANDARD WARRANTY

JLG's Standard Warranty provides the following coverage for defects in material and workmanship in JLG products:

- AWP 12 months parts, labor, and travel
- Trailers 12 months parts, labor, and travel
- Telehandlers 12 months parts, labor, and travel
- LiftPod 12 months parts and labor only on each component that makes up the LiftPod: platform, mast, and base.

In administering the warranty policy for valid claims, JLG reserves the right to furnish replacement part(s), credit the cost of the part(s) based on the net price paid by the Account Holder or pay reasonable cost to repair the defective part(s). If a repair is made by an outside dealer, an invoice is required at the time of submission of the claim. Parts and components requested to be returned to JLG in connection with a warranty claim shall be returned to a location designated by JLG. Any and all such components and parts shall become property of JLG.

Labor reimbursement will be in accordance with JLG's current warranty Labor Guidelines and with credit based on percentage assigned according to the Sales & Service Agreement.

Travel time will be reimbursed based on the percentage assigned according to the Sales & Service Agreement. The maximum travel allowance permitted for reimbursement is three (3) hours per eligible repair. Repairs completed at the Account Holder's repair facility are not eligible for travel reimbursement. Account holders must maintain valid work orders containing the travel time being requested. Travel reimbursement is not available for LiftPod warranty claims.

#### **POWERTRAIN WARRANTY**

Powertrain Warranty applies only for JLG telehandler products and provides coverage for defects in material and workmanship for 24 months or 2,000 hours, whichever occurs first, from the Warranty Start Date. Powertrain Warranty covers the following components: Axle Housing, Drive Hub, Differential, Drive and Axle Shaft, Piston Pump, Power shift Transmission/Torque Converter and Drive Motor, and other components that are supplied as part of a Transmission Assembly. You must contact your JLG Representative prior to any powertrain repairs to verify warranty coverage and proper repair procedures.



### **GENERAL WARRNATY COVERAGE Continued**

#### STRUCTURAL WARRANTY

All new JLG Products have a Structural Warranty covering the structural weldments of the unit for a sixty (60) month period from the Warranty Start Date. Structural components include

- Platform Support Weldments
- Boom Section Weldments
- Frame Weldments
- Extendable Axle Weldments
- Outrigger Weldments
- Scissor Arm Weldments
- Scissor Platform Deck Weldments
- Rear Axle Weldments
- Transfer Carriage
- Vertical Production Mast Section

Warranty reimbursement during the Structural Warranty period will be made for the replacement or repair of the defective component to the Account Holder. Your JLG Representative must be contacted for the proper repair procedures prior to any structural repairs. Labor and travel reimbursement will be compensated as described in the Standard Warranty Policy shown above. All structural claims estimated at \$5,000.00 and above will require either a return of defective part(s) or pictures of the defective part(s) at JLG's discretion.

#### **NEW PARTS WARRANTY**

New Parts Warranty provides coverage for a replacement part that was installed on a unit and failed within six (6) months of installation. Labor and inbound shipping reimbursement is not available in connection with Parts Warranty claims.

We may require that parts and components be returned for diagnosis. If so, please refer to the Warranty Return Parts section for proper return information. All returned components and parts shall become property of JLG.

It is recommended that only genuine JLG replacement parts be used for any repairs on JLG units. This will ensure the parts meet JLG engineering design and quality control standards.

#### **RECONDITIONED PARTS WARRANTY**

JLG's Reconditioned Parts Warranty provides coverage for reconditioned part(s) for defects in material and workmanship for a twelve (12) month period from the date of part installation. All reconditioned/remanufactured parts contain an EX at the end of the part number. All

Reconditioned Warranty Parts claims can be filed through JLG's Electronic Warranty System.

#### **USED MACHINE WARRANTIES**

JLG currently offers several types of used warranty programs which involve a basic inspection of the unit as identified below:

- RECONDITIONED MACHINE WARRANTY machines go through a comprehensive re-haul and are warrantied for three years/ 3,000 hours from purchase date.
- CERTIFIED MACHINE WARRANTY machines go through an elevated inspection and are warrantied for two years/2,500 hours from purchase date

\*\*\*All used machine claims \$5000.00 or more require photos and pre-approval.

#### **EXTENDED WARRANTY**

Extended Warranty coverage is based on the terms defined at the time of purchasing the unit. JLG's Extended Warranty Manual provides more details on Extended Warranty coverage.

#### **SERVICE CAMPAIGNS**

Service Campaigns are notifications of product enhancements or improvements to specific models or product lines. In some circumstances, reimbursement for parts or labor may be allowed. Reimbursement and time for completion vary from campaign to campaign. Warranty Reimbursement will be honored in accordance with the release if completed within the specific time allotted for completion.

#### **SAFETY CAMPAIGNS**

JLG may issue Safety Campaigns (letter campaigns, field memos, or letters) to address safety-related issues on certain units manufactured by JLG. JLG policy strictly follows the guidelines set forth by the safety campaign.

Reimbursement and time for completion vary from campaign to campaign and are honored in accordance with the release of the safety campaign.

Safety Campaigns must be completed in the time period as provided in the campaign.





#### **NON-WARRANTY**

#### **MAINTENANCE & PDI'S**

Routine maintenance, maintenance items (such as lubrication, filters, wear pads, crawler tracks, switches, and buttons), and pre-delivery inspections are not covered under the warranty policy. Pre-delivery inspections are conducted to verify the unit is operating properly prior to delivery to the account holder's customer.

Minor adjustments – such as loose fittings, loose hardware (bolts, nuts, screws), loose connections, recalibrations, and machine settings – are only covered under warranty when detected and repaired during initial machine delivery or 30 days after initial delivery from JLG.

#### **ENGINES. TIRES. AND NON-LITHIUM BATTERIES**

The following components are excluded from JLG warranty: engines (except for GM engine), tires, and non-lithium batteries. We advise all Account Holders to contact the OEM suppliers directly for warranty repair consideration and coverage.

For lithium battery and GM engine installations contact JLG for warranty claims

The Account Holder is responsible for following any applicable OEM policies and procedures in administering warranty claims. Warranty consideration will be determined and honored by each OEM supplier.

Always refer to each respective OEM's Warranty Policies and Procedures for specific information and guidelines in Section G of this manual.

In the event you do not receive adequate response or assistance from an OEM, or for a current list of the excluded components, contact the JLG Warranty Team at 1-877-554-5438.

When filing warranty claims for engines, generators, and welders, ensure that the following information is readily available for the applicable OEM:

- Local Account Holder's Name and Contact Person
- Local Account Holder's Phone Number
- S/N of Component
- S/N of JLG Product
- Hours of Use
- A description of the Complaint/Failure

#### **DIAGNOSTIC & TROUBLESHOOTING TIME**

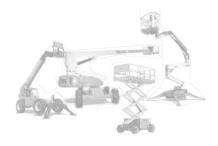
Warranty Reimbursement covers defects in material and workmanship. Determining the problem or failure on the unit through diagnostic and troubleshooting time is not eligible for reimbursement. Analyzers are available along with troubleshooting guides, and training seminars to assist in performing diagnostics and troubleshooting failures. All fault code guides (model specific) along with the Service & Parts Manuals are also accessible through Online Express to assist in troubleshooting.

Online Express: <a href="http://onlineexpress2.jlg.com">http://onlineexpress2.jlg.com</a>

## NORMAL WEAR, NORMAL MAINTENANCE, IMPROPER HANDLING, ENVIRONMENTAL CONDITIONS

JLG's warranty policy does NOT cover:

- Any failures caused by abuse, use in improper application, or use above rated capacity (e.g., hour meter/tachograph/odometer that has been tampered with, altered, or disconnected).
- Exposure to chemical, electrical, or radioactive elements or situations.
- Improper installation, use, fuels, lubricants, operation, maintenance, transportation, or packing.
- Improper preservation of unit due to exposure to abusive environmental conditions.
- Liability for bodily injury or property damage caused directly or indirectly by a machine failure or malfunction.
- Loss or damage caused by theft or any attempted theft.
- Loss or damage caused by events, such as war, invasion, acts of foreign enemies, acts of terrorism, hostilities, or warlike operations.
- Loss or damage resulting from external causes, such as, but not limited to, collision(s) with any object, dirt, earthquake, fire, flooding, hail, sand, windstorm, an Act of God, or exposure to weather conditions.
- Normal maintenance, service or the replacement or repair of parts required in the course of normal maintenance service.
- Normal wear and tear, contaminants exposure, corrosion, or prolonged or improper storage (i.e., paint and decal damage).
- Premium charges for overtime and shift labor.
- Repairs completed by Non-Account Holders.





#### **NON-WARRANTY Continued**

#### Other Excluded Items

In addition to diagnostic, maintenance, inspections and troubleshooting, the following items are also excluded from JLG Warranty Policy:

- Conducting of all inspections and daily walkaround inspections.
- · Consequential, incidental, or special damages.
- Duties, shop supplies, taxes, environmental fees, and disposal and handling fees.
- Emergency order change(s).
- Equipment transport and part freight cost(s).
- Minor adjustments and modifications.
- Attachments and Carriages purchased after the initial sale of the machine.
- Oil/hydraulic fluids (machine fluids).
- Recalibrations/machine settings, personality settings.

#### **VOIDING WARRANTY**

While JLG cannot void or cancel its product warranty, it can elect to not provide warranty coverage for a failure that was caused by misuse or modification (i.e., altered, added to, misadjusted), deemed not a result of a defect in factory material or workmanship, or if invalid or untrue information is submitted on a claim.

Customers must contact JLG's Product Safety and Reliability Department before making any modifications, alterations, or added adjustments to machines.

Email: <u>productsafety@jlg.com</u> Call: 1-877-JLG-SAFE.

Account Holders can complete a Product Modification and Application Request form online through Online Express.





#### **GENERAL WARRANTY FILING**

#### INTRODUCTION TO WARRANTY FILING

Each product line has a model-specific Warranty Guideline that provides information regarding the allowable amount of time to be spent for any given repair and/or replacement. If Warranty Repairs require labor or hours in excess of those stated in Warranty Guidelines, you can provide a detailed description in the "cause for replacement" portion of the warranty claim. Claims filed with excessive warranty labor hours requested will automatically be subject to manufacturer's review. Therefore, it is imperative that a detailed description of the claim is provided so that appropriate warranty coverage can be determined. When applicable, this can include analyzer readings, flash codes, pressure settings, and other pertinent technical and troubleshooting information. Labor-only claims require a valid JLG part number associated to the specified machine and cause of failure for processing.

Summarize the description of repair to include the "3-C's":

- Complaint Description of failure
- Cause The cause of the failure
- Correction Action taken to correct the defect

#### **ESTABLISHING LABOR RATES**

New Account Holders must fill out and return the Account Holder Labor Rate form found in this manual to establish a labor rate with JLG before submitting claims. JLG labor rates are not reimbursed dollar for dollar at the account holder's labor rate, instead they are established by using both the Account Holder's classification and the Account Holder's individual Sales & Service Agreement with JLG.

Account Holders may request a labor rate review once annually by completing and returning the labor rate form found in this manual.

#### **WARRANTY RETURN PARTS/DEFECTIVE PARTS**

Parts should be retained at the Account Holder location until the warranty claim has been processed as JLG may require parts to be returned for evaluation. All such components shall become property of JLG.

When entering a claim into JLG's Electronic Warranty System, and where a part(s) is required to be returned, the system will prompt the user to print a packing slip and to return the part for warranty consideration. The packing slip will designate the address where the part should be shipped. The packing slip documentation should be printed and must be returned with each part to the designated location within twenty (20) days of submittal of a claim.

When preparing part(s) for return, JLG requires the following:

- All packages must include the packing slip inside the box
- All freight shipments must include packing slip securely attached in sealed waterproof envelope
- All returns should include the warranty claim number written on the outside of the box/packaging

- All parts must be thoroughly and adequately packaged to avoid in-transit damage
- Small components must be packaged in plastic bags, not loose in the box
- Parts on pallets/in crates must be properly banded and safely secured to avoid any shifting
- Machined surfaces must be well protected to avoid rusting, corrosion, and physical damage
- Complete assemblies should not be disassembled or tampered with
- Parts such as wire harnesses and joysticks must have all wires in-tact
- Intentionally cut wires will result in a denied warranty claim (ex. Cutting wire harness to remove part from the machine)
- All parts containing fluids (hydraulic fluid, diesel fuel, oil, DEF, etc.), must be properly drained and ports/plugs must be sealed to avoid contamination
- Part date code and/or serial number sticker/tags indicating date of manufacture must be intact and legible

Parts received at JLG or a supplier location with obvious intransit damage because of inadequate protection or packaging will result in no warranty coverage. Parts not requested to be returned must be held for 45 days before disposing.

JLG may request that parts be returned to a supplier for evaluation. On occasion, the supplier may request a digital photo instead of the actual part.

Suppliers are required to evaluate parts within thirty (30) days of receiving parts at their location. Additional time may be required to perform evaluations. The timeframe for evaluations may change depending on the agreed-upon timeframe between JLG and the supplier. To speed up processing time, it is important to provide the supplier with the essential claim information by following the 3 "C's" concept noted above: Complaint, Cause, and Correction.

Explanations, such as "unit won't work, inoperable, component defective, changed," will only prolong proper analysis of the component and will constitute grounds for rejection of warranty coverage for the failed component for lack of enough information. The serial number of the component for a warranty repair is also necessary for processing a claim, as it assists the supplier in determining if the component falls within the warranty timeframe. If the component is evaluated and determined to be non-warranty issue (no fault found, abuse, out of warranty or component disassembled), the Account Holder will be notified, and the claim will be rejected.

All components have a date code or serial number sticker/tag that indicates the date of manufacture. If a part returned is outside of the supplier warranty period, the component will be rejected as "out of warranty".

To ensure the correct components are being returned, properly tag components removed from a unit when a warranty repair is being submitted.



## **GENERAL WARRANTY FILING Continued**

#### **ELECTRONIC VS. PAPER CLAIMS**

JLG's Electronic Warranty System can accept warranty claims 24 hours a day,7 days a week. The system was designed to streamline the processes for JLG and its Account Holders. JLG will accept paper claims for entry and processing; however, all paper claims are subject to a \$15.00 handling fee, per claim. This fee will be deducted from the warranty credit invoice.

#### TIME LIMIT FOR FILING CLAIMS

All claims must be <u>submitted within twenty (20) days</u> of repair. Any claims filed after that time will be denied. All claims must be escalated within ten (10) days after denial for additional consideration. At times, JLG Warranty will request documentation such as pictures, work orders, and/or invoices to aid in the review of a claim. Failure to provide requested documentation after two attempts will result in rejection of the claim.

#### TIME LIMIT FOR REPAIRS

Any claims submitted for repairs that occurred more than forty-five (45) days after failure are subject to potential denial.

#### **FREIGHT**

Inbound freight is the responsibility of the Account Holder. Freight will not be reimbursed under warranty coverage, except for parts that are requested to be returned for analysis. Returned part freight charges are reimbursed at ground delivery rates only and may require the submission of an accompanying return freight invoice. Following part inspection and claim approval, return freight will be reimbursed through the claim. If a received part is damaged from shipment, a claim must be entered with the freight carrier. Any issues surrounding damage to items occurring from shipment are to be handled directly with the party responsible for transportation.





## **ACCOUNT HOLDER RESPONSIBILITIES**

## INTRODUCTION TO ACCOUNT HOLDER'S RESPONSIBILITIES

The "Account Holder's Responsibilities" section contains guidelines whose sole purpose is to assist Account Holder personnel comply with established policies, procedures and obligations specified in the Sales & Service Agreement. It is the Account Holder's responsibility to take any additional action necessary to ensure the highest levels of customer satisfaction by providing the best possible service on every JLG product.

## ACCOUNT HOLDER/PRODUCT OWNER/END USER LIAISON

The Account Holder should maintain close contact with the equipment owner and/or end user to address all service, parts, and sales issues. Communication between Account Holders and the Product Owner/End User will ensure that Account Holder personnel are immediately aware of any service or safety-related problems and can increase the chances of an early discovery of an improperly operated or serviced product. It is important that every conceivable effort be made to inform any JLG product user of any such condition or servicing deficiency that may render the equipment unsafe or inoperable.

#### **OPERATION AND MAINTENANCE INSTRUCTIONS**

It is imperative that the Product Owner/End User receive detailed instructions of proper product operation, use, and maintenance. Instructions must be given by the Account Holder at the time of product delivery, and must include a review of all applicable safety, operating and service procedures, handbooks, and manuals supplied with the product. Account Holders must ensure that the Product Owner/End User sign an acknowledgement showing receipt of proper instruction and all applicable manuals for all JLG products received.

#### PRODUCT SERVICE

The Account Holder shall provide prompt and competent service support by maintaining sufficient service facilities, trained personnel, and an adequate inventory of service parts. The Account Holder must utilize trained and qualified service personnel only to perform repair and maintenance procedures on JLG products. In the event the Product Owner/End User personnel maintain the product, the Account Holder must be prepared to supply all necessary technical assistance. The Account Holder is afforded the discretion to make – and shall take responsibility for – decisions related to product service, such as whether to repair or replace parts. All information should be considered when making the decision including, but not limited to, the most economic and timeliest approach.

Account Holders should always consult with their JLG service representative when the best decision is not clear.

#### PRODUCT RECORDS

Detailed records for each JLG product must be maintained from the date of delivery to the Account Holder and for as long as the product remains in use. Such records should include a general indication of the product's condition and provide the Account Holder with information required to establish a suitable repair, preventative maintenance, and inspection schedule. All subsequent service and maintenance dates must be preserved by the Account Holder and must be available for inspection by authorized JLG personnel or other OEMs.

#### REPORT OF ACCIDENTS

It is the Account Holder's responsibility to immediately report to JLG any accident in which a JLG product is involved. The reporting of an accident should not be delayed on the basis that some information or facts are unknown. Depending on the report given, JLG may immediately make arrangements for an on-site investigation. The Account Holder shall use best efforts to accommodate any such investigation.

IMMEDIATELY UPON BECOMING AWARE OF THE ACCIDENT, CONTACT JLG'S PRODUCT SAFETY AND RELIABILITY DEPARTMENT. Email: productsafety@jlg.com

Call: 1-877-JLG-SAFE.

#### **DETERMINE COVERAGE**

To determine if a service repair is covered by warranty, account holders must answer the following two inquiries:

First, identify what the product is. Is it an Aerial Work Platform, Telehandler (SkyTrak, Lull, JLG), Vertical Mast Product, Trailer, or Towable Boom Lift?

Second, identify the warranty category. Is it a Standard Warranty, Structural Warranty, Reconditioned Warranty, Parts Warranty, or Service/Safety Campaign?

Knowing the product line and warranty category will determine applicable warranty coverage.

#### **PURCHASING PARTS FOR WARRANTY REPAIR**

The Account Holder may be prompted to consult the factory when purchasing parts for warranty repair. The factory will provide additional information so that the Account Holder can offer a timely and efficient repair. Failure to follow the guidelines set forth in the Consult Factory could result in delayed credits or exclusion from warranty consideration. Contact the JLG Warranty Team at 877-JLG-LIFT with any questions or concern.





## **ACCOUNT HOLDER LABOR RATE FORM**

| Company Name              |  |                        |            |        |  |
|---------------------------|--|------------------------|------------|--------|--|
| JLG Account Num           | nber                                       | ServiceBench ID        |            |        |  |
| Labor Rate \$ Please atta | ch three (3) SHOP rate customer invoid     | ces that support reque | sted labor | amount |  |
| Street Address            |  |                        |            |        |  |
| City                      | State/Province                             | Po                     | stal Code  |        |  |
| Phone Number              |  | Fax Numbe              | ŀſ         |        |  |
| Email Address             |  |                        |            |        |  |
| Warranty Admin/N          | Manager Name                               |                        |            |        |  |
| Is your warranty h        | nandled through a central filing location? | ? Yes                  |            | No     |  |
| If yes, where is yo       | our central filing location?               |                        |            |        |  |
| Do you have more          | e than one location for filing claims?     | Yes                    |            | No     |  |
| If yes, do the cred       | lits go to the corporate office or branch  | locations?             |            |        |  |
| Corporate Office          | Branch Location                            |                        |            |        |  |
|                           |  |                        |            |        |  |

Email this completed form to: <u>JLGWarranty@JLG.com</u>

Or return this completed form to:

JLG Industries
1 JLG Drive

ATTENTION: Warranty Department

McConnellsburg PA, 17233

\*JLG reserves the right to reject rate increase requests if proper documentation is not provided



#### **INSPECTIONS**

#### **DELIVERY INSPECTIONS**

The carrier is responsible for any damage that has occurred on the machine during transit.

Upon delivery of a new product to a facility, a visual walk around inspection should be completed before accepting the unit from the carrier. If any damage is found, the carrier MUST be advised via the bill of lading.

Under NO CIRCUMSTANCES should the Account Holder sign the Bill of Lading or CMR without noting the damage on the form.

If the Bill of Lading or CMR is signed without designating the damages, the carrier has the right to deny repair reimbursement, and JLG reserves the right to deny any related warranty claims. Freight damage is the responsibility of the carrier.

#### **COUNTRY REQUIRED INSPECTIONS**

Machine inspections vary from country to country. The Account Holder has the responsibility to verify the countries requirements on certifications and inspections and complete the inspections as required.



#### **NEW MACHINE INSPECTIONS (NMI)**

New Machine Inspections (NMI) is required upon arrival of the unit at the Account Holder's location and used to monitor the quality of the unit upon arrival. All discrepancies should be noted on the form, detailing the location and type of discrepancy. The NMI is in the manual packet supplied with each unit.

You may request additional forms by contacting the JLG Warranty Department at 1-877-JLG-LIFT. OR

NMI forms are available on Online Express: http://onlineexpress2.jlg.com

### NMI FORM PART NUMBERS

| _             |         |
|---------------|---------|
| Scissor       | 3124178 |
| Boom          | 3124178 |
| Vertical Mast | 3124177 |
| Telehandler   | 3124290 |
| Trailer       | 3124178 |
| LiftPod       | 3126620 |
|               |         |

\*Submittal of a New Machine Inspection form does not start the warranty on a unit\*

#### **ANNUAL MACHINE INSPECTIONS (ANSI)**

The American National Standards Institute (ANSI) requires that the owner of an aerial work platform perform an inspection of each unit owned on an annual basis. Although JLG does not require Annual Machine Inspection forms to be submitted to JLG, it does provide forms for Account Holders.

Forms are available through JLG Parts Department OR

ANSI forms are available on the JLG website: http://www.JLG.com under the Service and Parts tab.

#### ANSI FORM PART NUMBERS

| Boom Lift, Trailer, Trailer Mounted Boom Lift    | 3124166 |
|--|---------|
| Scissor  | 3124167 |
| Vertical Products, VP, VPSP, DVL, DVSP, SSV, MSP | 3124169 |
| TF6-42, Material Handler                         | 3124107 |
| LiftPod  | 3126620 |











#### **TERMS & DEFINITIONS**

Account Holder – A company who has signed a Sales & Service Agreement with JLG Industries, Inc. to represent and provide quality representation of the JLG brand. Account Holders can be classified as an IRC (Independent Rental Contractor), a contracted dealer, national account, service agent, service dealer, or service provider. Account Holders maintain close contact with the Product Owner or End User to address all service, parts, and sales issues. Account Holders provide instructions at the time of product delivery that must include a review of all applicable safety, operating, and service procedures. The Account Holder also reports any accidents in which a JLG product is involved.

Aerial Work Platform – Commonly abbreviated as "AWP." An Aerial Work Platform is a manually or self-propelled device that has an adjustable position platform, supported from ground level by a structure.

Annual Machine Inspection – Commonly abbreviated as "AMI." An American National Standards Institute (ANSI) required annual inspection for all Account Holders/Product Owners of Aerial Work Platforms (AWP) and model TF6-42 telehandlers.

Consequential Damages – Consequential or special damages includes – but is not limited to – cost of transportation, lost sales, lost orders, lost profits, lost income, increased overhead, labor and material costs, lost rental, compensatory rental, inventory carrying charge and cost of manufacturing variances and operational inefficiencies. Under no circumstances shall JLG or any OEM be liable for any consequential or special damages, which any person, firm, corporation, or other entity may suffer or claim to suffer or incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by manufacturer or others.

**Electronic Warranty System** – Web based electronic warranty module that allows filing of warranty claims, inquiries, and return of defective parts for evaluation and disposition.

**End of Warranty** – Date on which warranty coverage expires.

**End User** – Person who uses the product.

Escalation – A queue in the Electronic Warranty System that allows the Account Holder to add additional claim information. The escalation button will only appear after a claim has either been saved or submitted. Claims not escalated within 10 days following adjudication cannot be reviewed.

Excluded Items – Items disallowed under warranty reimbursement.

**Extended Warranty** – Additional warranty purchased that extends the duration of Standard Warranty terms.

Incidental Damages - Damages to property.

Independent Rental Center – Commonly abbreviated as "IRC." A privately-owned company.

**Inspection Date** – The date an inspection is completed.

**Labor** – Time allowed under warranty reimbursement to complete necessary repairs.

New Machine Inspection Forms – Commonly abbreviated as "NMI." This form is used as a quality tool to inspect the unit(s) and to report discrepancies of the unit(s) when arriving at an Account Holder's location. Completion of the form is the responsibility of the Account Holder.

Original Equipment Manufacturer – Commonly abbreviated as "OEM." The OEM provides parts and labor coverage to cover the cost of certain expenses incurred for warrantable repairs to OEM components. The failures of an OEM component must be the result of verified and actual defects in material and/or workmanship and have taken place within the limitations of the warranty coverage. Refer to the OEM warranties for specific coverage.

Online Express – (http://onlineexpress2.jlg.com) a web-based hub used to access Electronic Warranty System, parts research and ordering, forms, manuals, and other information.

Parts Warranty – Warranty coverage on a replacement part installed on a unit by an Account Holder. Coverage includes part cost only and is only applicable when parts are purchased through JLG by the Account Holder.





## **TERMS & DEFINITIONS Continued**

**Power Train Warranty** – The warranty that covers axle housing, drive hub, differential, drive and axle shaft, power shift transmissions/torque converter, and drive motor for defects in material and workmanship.

**Pre-Delivery Inspections** – Commonly abbreviated as "PDI". Inspection completed on units prior to delivery of unit to an End User.

Product Owner – The registered owner of a unit.

Reconditioned Warranty –Reconditioned Warranty coverage will extend only to parts that are reconditioned or replaced.

Rejected Claims – Claims that were denied for reasons including, but not limited to, the following: abuse; modifications without JLG approval; minor adjustments; routine maintenance; expired warranty; or evaluated to be not as a result of material defect or workmanship.

Repair Date – Date any repairs are completed on the unit. Claim(s) must be submitted within twenty (20) days of the repair date.

**Returned Parts** – Original components that are replaced on units during the warranty period and returned to JLG for evaluation. All returned parts are evaluated before claims can be processed.

**Safety Campaign** – Safety Campaigns are conducted, as required, to address safety-related issues on certain units manufactured by JLG.

Sales & Service Organization – A wholly-owned JLG operation providing sales and support of new and used equipment to Account Holders. This includes the supply of service parts, technical support, training, and workshop and field-based equipment repair and inspection services. Commonly abbreviated as "SSO."

Service Campaign – A notification from JLG of a product enhancement or improvement that may require action by the Account Holder. Service Information notices are distributed to all JLG Account Holders and must be completed within the allotted timeframe as provided in the bulletin.

**Service Memo** – A notification by JLG of a product enhancement or improvement to specific models or a product line. A Service Memo is only distributed to the defined group of units specified in the memo.

**Standard Warranty** – A warranty that covers defects in material and workmanship as specified in a written policy.

**Structural Warranty** – A warranty that covers material defects and workmanship on the main structural weldments of a unit, as specified in a written policy.

(Main) Structural Weldments – The following parts of a unit are considered main structural weldments: platform support weldments, boom section weldments, turntable weldments, frame weldments, extendable axle weldments, outrigger weldments, scissor arm weldments, scissor platform deck weldments, rear axle weldments, and transfer carriages.

**Telehandler Products** – Commonly abbreviated as "TMH," a telehandler is a machine with an extendable boom used for lifting materials supported from ground level to a structure or area above ground level.

**Travel** – Allowed travel time to evaluate or repair a unit for warranty reimbursement (Maximum 3 hours per claim).

**Used Equipment** – Pre-owned equipment marketed and sold by JLG for which no Standard Warranty coverage is given at point of sale.

Warranty Registration Forms – A form is used to register the unit for warranty and that must be filled out and sent to JLG within six (6) months from ship date for machines purchased with a Standard Warranty, and within two (2) months for machines purchased with an Extended Warranty.

Warranty Repair – A repair that restores the product to its operating condition prior to the failure and is performed during the specified warranty period of the product.

Warranty Start Date – The date the warranty for a unit commences, as decided by the date on which a warranty registration is sent or the machine ship date of the unit if the warranty registration is not timely received.





## **DEUTZ Limited Warranty Statement**

### DEUTZ ENGINE, DEUTZ CHANGE ENGINE, GENUINE DEUTZ PART OR GENUINE DEUTZ CHANGE PART

1. DEUTZ Corporation ("DC") warrants that each new DEUTZ engine or Engine("Engine") or genuine new genuine **DEUTZ** CHANGE® DEUTZ spare or replacement part or **DEUTZ CHANGE** (Part") supplied by DC or an authorized distributor of DC, purchased by the customer and properly installed in an application, will be free from defects in material and workmanship under normal use and service. If, during the warranty period following the delivery of the Engine or Part, it is shown there is a defect in material or workmanship caused solely by failure of DC's manufacturer (DEUTZ AG) to meet such standards, and customer has notified DC in writing of such defect within that period, DC shall repair or replace, at DC's cost and option, such defective Engine or Part. Such repair or replacement will be made without charge to the customer at customer's premises or, at the option of DC, at such other location as DC may designate. Any Engine or Part that is replaced shall become the property of DC. Any repaired or replaced Engine or Part shall be warranted until the expiration of the original warranty period. DC's warranty obligation is expressly conditioned upon the customer fulfilling all obligations pursuant to customer's purchase order, including, without limitation, all payment obligations.

#### 2. ENGINES NEW and DEUTZ CHANGE

Warranty coverage is provided for the DEUTZ engine series listed below:

| Warranty<br>Period | Operating Hours  |  | Warranty<br>Coverage  |
|--------------------|--|--|---|
| 12<br>months       | Unlimited  |  | All components  |
| 24 months          | 1.2, 1.7<br>1011, 1011F, 2011<br>2.2, 2.9, 3.6<br>1012, 2012, 1013, 2013<br>912, 913, 914, 4.1, 6.1, 7.8<br>913 and 914 gas engines<br>413, 513, 1015, 2015, 2015 gas engine<br>9.0, 12.0, 13.5, 12.0 V, 16.0 V, 18.0  | 1000h<br>2000h<br>2000h<br>3000h<br>4500h<br>4000h<br>5000h          | All components<br>of the engine   |
| 36<br>months       | 1.2 , 1.7<br>1011, 1011F, 2011<br>2.2, 2.9, 3.6<br>1012, 2012, 1013, 2013<br>912, 913, 914, 4.1, 6.1, 7.8<br>913 and 914 gas engines<br>413, 513, 1015, 2015, 2015 gas engine<br>9.0, 12.0, 13.5, 12.0 V, 16.0 V, 18.0 | 1500h<br>3000h<br>3000h<br>4500h<br>4500h<br>4500h<br>7500h<br>7500h | Main engine components, Crankcase, Crankshaft, Camshaft, Connecting Rods, Cylinder Head Casting |

The Engine warranty will commence: At the date of sale to the original retail customer, OR One Year from the date of manufacture, Whichever Occurs First.

3. PARTS: Warranty coverage is provided for each Genuine DEUTZ Part or **DEUTZ XCHANGE** Part for a period of 12 months from the date of sale to the original retail customer.

- 4. This warranty does not cover the following: (i) wear and tear or contaminants; (ii) exposure, corrosion or prolonged or improper storage; (iii) normal maintenance service or the replacement or repair of parts required to be replaced or repaired in the course of normal maintenance service; (iv) improper installation, use, fuels, lubricants, operation, maintenance, transportation or packing; (v) misuse, alteration, negligence and accidents; (vi) chemical or electrical action; and (vii) FDSFDA unauthorized repairs
- 5. This warranty does not cover any components manufactured by someone other than DC or DEUTZ AG, and DC makes no warranty whatsoever with respect to such components. Such components will be covered only by the warranties, if any, as may be issued by such suppliers themselves, which warranties will be made available to customer upon request. This warranty does not cover any components added by DC's customers before reselling it to the end-customer, and DC makes no warranty whatsoever with respect to such components.
- 6. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. DC's total aggregate liability with respect to any defective Engine or Part shall not exceed the amount paid by the customer for such Engine or Part and customer agrees to release, defend, indemnify and hold DC harmless from and against any and all further liability in excess thereof arising in any manner from any alleged defective Engine or Part. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited. The laws of the State of Georgia shall govern this warranty.
- 7. Under no circumstances will the customer be entitled to recission or to a reduction in the purchase price. Customer waives any and all claim for loss of time, replacement power, increased cost, inconvenience, loss of use or profit, loss of goodwill, cost of capital, cost of rentals or any other direct, indirect, punitive, special, exemplary, incidental or consequential damages whatsoever.
- 8. This warranty and the DEUTZ emission warranties for EPA certified DEUTZ engines and genuine DEUTZ parts installed in such engines are in lieu of all other express or implied warranties of DC and DEUTZ AG with respect to DEUTZ engines and genuine DEUTZ parts, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. Neither DC nor DEUTZ AG assume, nor authorize any distributor or other person to assume, on their behalf, any other obligation or liability.
- 9. For details of the DEUTZ warranty contact:

**DEUTZ** Corporation Warranty Department 3883 Steve Reynolds Blvd Norcross GA 30093 USA Phone: 770-564-7100

www.deutzusa.com

#### FEDERAL EMISSION CONTROL WARRANTY STATEMENT

This Federal Emission Control Warranty applies to the following engine power ranges manufactured on or after the Implementation date:

| Engine<br>Gross<br>Horsepower |          | Implementation<br>Date |
|-------------------------------|----------|------------------------|
| > 750 hp                      |          | Jan 1, 2000            |
| ≥ 175 hp                      | ≤ 750 hp | Jan 1, 1996            |
| ≥ 100 hp                      | < 175 hp | Jan 1, 1997            |
| ≥ 50 hp                       | < 100 hp | Jan 1, 1998            |
| ≥ 25 hp                       | < 50 hp  | Jan 1, 1999            |
| > 0 hp                        | < 25 hp  | Jan 1, 2000            |

#### **Emissions Warranty**

DEUTZ Corporation (DEUTZ) warrants to the initial owner and subsequent owner of a certified non-road diesel engine (powering non-road equipment), that such engine is:

- **1.** Designed, built and equipped so as to conform, at time of sale, with all applicable regulations adopted by the United States Environmental Protection Agency (EPA).
- 2. Free from defects in materials and workmanship of specific emission-related components for the appropriate period of years or hours of operation (as specified in the following table) after date of delivery to the initial owner.

| Engine<br>Horse <sub>l</sub> |         | Engine Category                                     | Warranty Period<br>(Whichever occurs first) |
|------------------------------|---------|---|---|
| > 0 hp                       | < 25 hp | All engine types                                    | 2 years / 1500 hrs.                         |
| ≥ 25 hp                      | < 50 hp | Genset engines ≥ 3000 rpm's                         | 2 years / 1500 hrs.                         |
| ≥ 25 hp                      | < 50 hp | All engine types except Genset engines ≥ 3000 rpm's | 5 years / 3000 hrs.                         |
| ≥ 50 hp                      |         | All engine types                                    | 5 years / 3000 hrs.                         |

If an emission-related component fails during the warranty period, it will be repaired or replaced. Any such component repaired or replaced under warranty is warranted for the remainder of the warranty period.

During the term of this warranty DEUTZ will provide, through a DEUTZ distributor or other DEUTZ-authorized facility, repair or replacement of any warranted part at no charge to the non-road engine owner.

In an emergency, repairs may be performed at any facility, or by the owner, using any replacement part.

## DEUTZ AG DEUTZ Corporation

3883 Steve Reynolds Blvd. | Norcross, GA 30093 Phone: 770-564-9886 | Fax: 770-564-7222

E-mail: service.support@DEUTZusa.com | www.DEUTZamericas.com



DEUTZ will reimburse the owner for their expenses, including diagnostic charges for such emergency repair. These expenses shall not exceed DEUTZ suggested retail price for all warranted parts replaced, and labor charges based on standard DEUTZ repair time and standard labor rate.

As a condition of reimbursement, replaced parts and receipted invoices must be presented at a DEUTZ distributor facility or other authorized DEUTZ facility.

#### Limitations and Responsibilities

The warranty is subject to the following conditions:

#### **DEUTZ Responsibilities:**

During the Federal emission warranty period, if a defect in material or workmanship of an emission-related component is found, DEUTZ will provide:

- **1.** New, remanufactured, or repaired components, approved pursuant to EPA regulations, required to correct the defect. Parts replaced under this warranty become the property of DEUTZ.
- 2. Reasonable and customary labor, during normal working hours, required to make the warranted repair. This includes labor to remove and install the engine, if necessary.

#### Owner Responsibilities:

If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact the DEUTZ Service Desk at 1-800-241-9886.

During the Federal emission warranty period the owner is responsible for:

- 1. Premium or overtime labor costs.
- 2. Costs to investigate engine conditions which are not caused by a defect in DEUTZ material or workmanship.
- 3. Providing timely notice of a warrantable failure and promptly making the product available for repair.
- **4.** Proper maintenance as required in the owner's manual, at owner's expense, such as valve adjustment, fuel and oil filter changes, oil changes, and any other part or service procedure related to emission control.

#### Limitations:

DEUTZ is not responsible for resulting damages to an emission-related component resulting from:

- **1.** Any application or installation DEUTZ deems improper.
- 2. Attachments, accessory items or parts not sold nor approved by DEUTZ.
- 3. Improper engine maintenance or repair. Engine abuse.
- 4. Owner's unreasonable delay in making the product available after being notified of a potential product problem.

This warranty is in addition to the DEUTZ standard warranty, applicable to the engine involved. Remedies under this warranty are limited to the provision of material and services as specified herein. DEUTZ is not responsible for incidental or consequential damages.



## CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

## YOUR WARRANTY RIGHTS AND OBLIGATIONS (Applies only to new engines sold for use in California)

#### **MODEL YEAR (MY) 2020**

The California Air Resources Board (ARB) is pleased to explain the emission control system warranty on your MY 2020 engine. In California, new heavy-duty off-road engines must be designed, built and equipped to meet the State's stringent anti-smog standards. DEUTZ AG (DEUTZ Corporation) must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine.

Where a warrantable condition exists, DEUTZ will repair your heavy-duty off-road engine at no cost to you including diagnosis, parts and labor at a DEUTZ authorized service dealer.

#### **MANUFACTURER'S WARRANTY COVERAGE:**

The 2020 heavy-duty off-road engines are warranted for five years or 3,000 operating hours, whichever occurs first, from the date the engine is delivered to the ultimate purchaser and each subsequent purchaser for all engines rated at 19kW and greater, except as noted below. In the absence of a device to measure hours of use, the engine shall be warranted for a period of five years. For all engines rated less than 19kW, and for constant-speed engines rated less than 37kW with rated speeds higher than or equal to 3,000 rpm, the period of two years or 1,500 operating hours, whichever occurs first, shall apply. In the absence of a device to measure hours of use, the engine shall be warranted for a period of two years. If any emission-related part on your engine is defective, the part and any other part damaged by it, will be repaired or replaced by DEUTZ.

#### **OWNER'S WARRANTY RESPONSIBILITIES:**

As the heavy-duty off-road engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. DEUTZ recommends that you retain all receipts covering maintenance on your heavy-duty off-road engine, but DEUTZ cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

As the heavy-duty off-road engine owner, you should however be aware that DEUTZ may deny you warranty coverage if your heavy-duty off-road engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

Your engine is designed to operate on diesel fuel only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements.

You are responsible for initiating the warranty process. The ARB suggests that you present your heavy-duty off-road engine to a DEUTZ dealer or distributor as soon as a problem exists. The warranty repairs should be completed by the dealer or distributor as expeditiously as possible.

If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact the DEUTZ Service Desk at 1-800-241-9886.

DEUTZ AG
DEUTZ Corporation

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## CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

#### **WARRANTY COVERAGE:**

DEUTZ warrants that any MY 2020 heavy-duty off-road diesel cycle engine certified for sale and registered in the State of California is designed, built, and equipped so as to conform with all applicable regulations adopted by the ARB as stated in Manufacturer's warranty coverage above.

The owner shall not be charged for diagnostic labor which leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at an authorized DEUTZ dealer or distributor.

If a warranted part fails because of a defect, DEUTZ will repair or replace it at any authorized DEUTZ dealer or distributor. Any other parts damaged by the failure of a defective part will also be repaired or replaced at no charge to the owner.

Any warranted part which is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part.

The owner may elect to have the maintenance, replacement or repair of the certified systems and emission control components by using parts other than DEUTZ parts without invalidating this warranty. However, the costs for such services and parts will not be covered under the warranty.

#### **WARRANTED PARTS:**

The following lists of parts are warranted under this California Emissions Control Warranty Statement if applied to the engine:

Emission-related components include any engine parts related to the following systems

#### (1) Fuel Metring system

- (A) Fuel injection system
- (B) Air/fuel ratio feedback and control system.
- (C) Cold start enrichment system.

#### (2) Air Induction System

- (A) Controlled hot air intake system.
- (B) Intake manifold.
- (C) Heat Riser Valve and Assembly.
- (D) Turbocharger/Supercharger Systems.
- (E) Charge Air Cooling Systems.

#### (3) Exhaust Gas Recirculation (EGR) System

- (A) EGR valve body, and carburetor spacer if applicable.
- (B) EGR rate feedback and control system.

#### (4) Air injection System

- (A) Air pump or pulse valve.
- (B) Valves affecting distribution of flow.
- (C) Distribution manifold.

#### (5) Catalyst or Thermal Reactor System

- (A) Catalytic converter.
- (B) Thermal reactor.
- (C) Exhaust manifold



### CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

#### (6) Particulate Controls

- (A) Traps filters, precipitators, and any other device used to capture particulate emissions.
- (B) Regenerators, oxidizers, fuel additive devices, and any other device used to regenerate or aid in the regeneration of the particulate control device.
- (C) Control Device Enclosures and Manifolding.
- (D) Smoke Puff Limiters.

#### (7) Advanced Oxides of Nitrogen (NOx) Controls

- (A) NOx Adsorbers
- (B) Lean NOx Catalysts
- (C) Selective Catalyst Reduction
- (D) Reductant (urea/fuel) containers/dispensing systems

#### (8) Positive Crankcase Ventilation (PCV) System

- (A) PCV Valve.
- (B) Oil Filler Cap.

#### (9) Miscellaneous items Used in Above Systems

- (A) Vacuum, temperature, and time sensitive valves and switches.
- (B) Electronic control units, sensors, solenoids, and wiring harnesses.
- (C) Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
- (D) Pulleys, belts and idlers.
- (E) Emission Control Information Labels.
- (F) Any other part with the primary purpose of reducing emissions or that can increase emissions during failure without significantly degrading engine performance.

#### **EXCLUSIONS:**

This warranty does not cover:

Any application or installation or maintenance DEUTZ deems improper.

Add-on or modified parts, as defined in Section 1900(b)(1) and (b)(10), Title 13, that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts shall be grounds for disallowing a warranty claim made in accordance with this article. DEUTZ AG as engine manufacturer shall not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

Owner's unreasonable delay in making the product available after being notified of a potential product problem.

Damage resulting from fire, accident, negligence, act of God or other events beyond the control of DEUTZ.

Consequential damages such as loss of use of the engine or equipment powered by the engine, towing, loss of time, down time, inconvenience, telephone, travel, lodging, or any other indirect or direct damages.

Loss or damage to personal property, loss of revenue, commercial loss or any other matters not specifically included in this warranty statement.

Damages resulting from use of non-genuine DEUTZ parts or failure to maintain the engine as required in the Operator's Manual.

| Bulletin Number: 3381321                                      | Released Date: 5/22 |  |
|---|---------------------|--|
| All Engines United States And Canada Industrial (Off-Highway) |                     |  |

# All Engines United States And Canada Industrial (Off-Highway)

## Coverage

#### **Products Warranted**

This Warranty applies to new Engines sold by Cummins and delivered to the first user on or after April 1, 1999, that are used in Industrial (Off-Highway) applications in the United States\* and Canada, except for Engines used in marine, generator drive, locomotive/railcar and certain defense applications, for which different Warranty Coverage is provided.

### **Base Engine Warranty**

This Warranty covers any failures of the Engine, under normal use and service, which result from a defect in material or factory workmanship (Warrantable Failures). Coverage begins with the sale of the Engine by Cummins. Coverage continues for two years or 2,000 hours of operation, whichever occurs first, from the date of delivery of the Engine to the first user, or from the date the unit is first leased, rented or loaned, or when the Engine has been operated for 50 hours, whichever occurs first. If the 2,000 hour limit is exceeded during the first year, Coverage continues until the end of the first year. Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty. Additional Coverage is outlined in the Emission Warranty section.

## **Extended Major Components Warranty**

The Extended Major Components Warranty covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts). Bushing and bearing failures are not covered. This Coverage begins with the expiration of the Base Engine Warranty and ends three years or 10,000 (3,000 hours for A Series Engines) hours of operation from the date of delivery of the Engine to the first user, or from the date the unit is first leased, rented or loaned, or from when the Engine has been operated for 50 hours, whichever occurs first.

#### **Consumer Products**

The Warranty on Consumer Products in the United States\* is a LIMITED Warranty. **CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Any implied Warranties applicable to Consumer Products in the United States\* terminate concurrently with the expiration of the express Warranties applicable to the product. In the United States\*, some states do not allow the exclusion of incidental or consequential damages, or limitations on how long an implied Warranty lasts, so the limitations or exclusions herein may not apply to you.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

## **Cummins Responsibilities**

### **During The Base Engine Warranty**

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure. Alternators, starters, and fans ARE covered for the duration of the Base Engine Warranty on A Series and B3.3 Engines. Alternators and starters are covered for the duration of the Base Engine Warranty on QSK23 Engines. Cummins will pay for the lubricating oil, antifreeze, filter elements and other maintenance items that are not reusable due to the Warrantable Failure. Cummins will pay reasonable costs for mechanics to travel to and from the equipment site, including meals, mileage and lodging, when the repair is performed at the site of the failure. Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

### During The Extended Major Components Warranty

Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

## Owner Responsibilities

### **During The Base Engine Warranty**

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

## **During The Extended Major Components Warranty**

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor to remove and reinstall the Engine. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part. Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part. Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during repair of a Warrantable Failure.

## During The Base Engine And Extended Major Components Warranties

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed. Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Service locations are listed on the Cummins Worldwide Service Locator at cummins.com. Owner is responsible for communication expenses, meals,

lodging and similar costs incurred as a result of a Warrantable Failure. Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

## Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

| Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are: |                           |  |
|---|---------------------------|--|
| EPA 2007/2010/2013/2017/2021  | max. 15 parts per million |  |
| EPA Tier 4 Interim / Final / Stage V in North<br>America  | max. 15 parts per million |  |
| EU Stage IIIB 2011  | max. 15 parts per million |  |
| EU Stage IV 2011  | max. 15 parts per million |  |
| EU Stage V  | max. 10 parts per million |  |
| Euro 4/5  | max. 50 parts per million |  |
| Euro 6  | max. 10 parts per million |  |

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid. For power units and fire pumps (package units), this Warranty applies to accessories, except for clutches and filters, supplied by Cummins which bear the name of another company. Cummins Compusave units are covered by a separate Warranty. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards. Failures of belts and hoses supplied by Cummins are not covered beyond the first 500 hours or one year of operation, whichever occurs first. Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins. A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder. For all A Series

Applications, including Industrial, travel reimbursement for non-transportable equipment will be limited to 4.0 hours, \$0.25/mile and 250 miles maximum. Any costs beyond this limit are the customer's responsibility.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## **Emission Warranty**

#### **Products Warranted**

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States\* and Canada in vehicles designed for Industrial (Off-Highway) use. This Warranty applies to Engines delivered to the ultimate purchaser on or after April 1, 1999, for Engines up to 750 horsepower and on or after January 1, 2000, for Engines 751 horsepower and over.

#### Coverage

Cummins warrants to the ultimate purchaser and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. Federal emission regulations applicable at the time of manufacture and that it is free from defects in workmanship or material which would cause it not to meet these regulations within the longer of the following periods: (A) \*\*Five years or 3,000 hours of operation for industrial applications, five years or 3,500 hours of operation for industrial spark-ignited Engines and five years or 2,500 hours of operation for industrial spark-ignited Engines (GKTA19-GC), whichever occurs first, as measured from the date of delivery of the Engine to the ultimate purchaser, or (B) The Base Engine Warranty. If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

#### Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

| Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are: |                           |  |
|---|---------------------------|--|
| EPA 2007/2010/2013/2017/2021  | max. 15 parts per million |  |
| EPA Tier 4 Interim / Final / Stage V in North America   | max. 15 parts per million |  |
| EU Stage IIIB 2011  | max. 15 parts per million |  |
| EU Stage IV 2011  | max. 15 parts per million |  |
| EU Stage V  | max. 10 parts per million |  |
| Euro 4/5  | max. 50 parts per million |  |
| Euro 6  | max. 10 parts per million |  |

Failures, other than those resulting from defects in materials or workmanship, are not covered by this Warranty. Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid. Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all business costs or other losses resulting from a Warrantable Failure.

#### CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

\* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands. \*\* Emissions Warranty for BLPG Industrial (Off-Highway) Engines is 5 years / 3,500 hours.

Last Modified: 19-May-2022

## HONDA

## Distributor's Limited Warranty

### **Honda General Purpose Engines**

This warranty is limited to Honda general purpose engines distributed by American Honda Motor Co., Inc., Power Equipment Division, 4900 Marconi Drive, Alpharetta, Georgia 30005. The following warranty applies to engines purchased at retail or placed into rental service on or after January 1, 2009.

| PRODUCTS COVERED BY THIS WARRANTY:                                   | LENGTH OF WARRANTY: (FROM DATE OF ORIGINAL PURCHASE) |                                 |  |
|--|--|---------------------------------|--|
| PRODUCT  | PRIVATE RESIDENTIAL <sup>(3)</sup>                   | COMMERCIAL/RENTAL/INSTITUTIONAL |  |
| GX & GXV Series Engines<br>(except models listed below)              | 36 months  | 36 months <sup>(1)</sup>        |  |
| GXV160   | 24 months  | 24 months                       |  |
| GX22, GX25, GX31, GX35, GXH50, GXV50, GXV57, GS & GSV Series Engines | 24 months  | 12 months <sup>(2)</sup>        |  |
| GC & GCV Series  | 24 months  | 3 months <sup>(2)</sup>         |  |

- 1. Honda GX and GXV general purpose engines installed in concession-type vehicles are covered by this warranty for a period of 12 months from the date of original retail purchase.
- 2. Honda GC/GS and GCV/GSV general purpose engines are not covered by this warranty when installed on concession type vehicles.
- 3. Private Residential: Used in maintaining owner's primary and/or secondary residence. Any other use, including but not limited to informal "for hire" use, is considered commercial/rental/institutional use.

#### To Qualify for this Warranty:

The Honda general purpose engine must be purchased from a Honda general purpose engine dealer authorized to sell that product in the United States, Puerto Rico, or the U.S. Virgin Islands. This limited warranty applies to the first retail purchaser and each subsequent owner during the applicable warranty time period.

#### What American Honda Will Repair or Replace Under Warranty:

American Honda will repair or replace, at its option, any part that is proven to be defective in material or workmanship under normal use during the applicable warranty time period. Warranty repairs and replacements will be made without charge for parts or labor. Anything replaced under warranty becomes the property of American Honda Motor Company, Inc. All parts replaced under warranty will be considered as part of the original product and any warranty on those parts will expire coincident with the original product warranty.

#### To Obtain Warranty Service:

You must take your Honda general purpose engine, or the equipment in which it is installed, together with proof of original retail purchase date, at your expense, to a Honda engine dealer authorized to service that product in the United States, Puerto Rico, or the U.S. Virgin Islands, during their normal business hours. To locate a dealer near you, visit our web site at http://engines.honda.com and click on FIND A DEALER.

If you are unable to obtain warranty service, or are dissatisfied with the warranty service you receive, take the following steps: First, contact the owner of the dealership involved; normally this should resolve the problem. However, if you should require further assistance, write or call the Power Equipment Customer Relations Department of American Honda Motor Co., Inc.

American Honda Motor Co., Inc.
Power Equipment Customer Relations Department
4900 Marconi Drive
Alpharetta, Georgia 30005-8847
Telephone: (770) 497-6400

#### **Exclusions:**

This engine warranty does not include the following:

- 1. Any damage or deterioration resulting from the following:
  - Neglect of the periodic maintenance as specified in the engine owner's manual
  - Improper repair or maintenance
  - Operating methods other than those indicated in the engine owner's manual
  - Damage caused by the product on which the engine is installed
  - Damage caused by conversion to, or use of, fuel other than the fuel(s) that the engine was originally manufactured to use, as set forth in the engine owner's manual and/or warranty booklet
  - The use of non-genuine Honda parts and accessories, other than those approved by Honda (other than recommended lubricants and fluids) (does not apply to the emissions warranty unless non-genuine part used is not comparable to Honda part and was cause of the failure)
  - Exposure of the product to soot and smoke, chemical agents, bird droppings, sea water, salt, or other corrosive environments
  - Collision, fuel contamination or deterioration, neglect, unauthorized alteration, or misuse
  - Natural wear and tear (natural fading of painted or plated surfaces, sheet peeling and other natural deterioration)
- 2. American Honda is an engine supplier to original equipment manufacturers (OEMs) to power their products, such as pressure washers, lawn mowers, log splitters, etc. In the case where an OEM supplies parts, including emission related parts (e.g. muffler), please refer to the OEM for warranty coverage and support.
- 3. Consumable parts: Honda does not warrant parts deterioration due to normal wear and tear. The parts listed below are not covered by warranty (unless they are needed as a part of another warranty repair):
  - Spark plug, fuel filter, air cleaner element, clutch disc, recoil starter rope
  - Lubricant: oil and grease
- 4. Cleaning, adjustment, and normal periodic maintenance work (carburetor cleaning and engine oil draining).
- 5. Use of the Honda general purpose engine for racing or competition.
- 6. Any engine that is part of a product that has ever been declared a total loss or sold for salvage by a financial institution or insurer.

#### Disclaimer of Consequential Damage and Limitation of Implied Warranties:

American Honda disclaims any responsibility for loss of time or use of the engine, or the equipment in which the engine is installed, transportation, commercial loss, or any other incidental or consequential damage. Any implied warranties are limited to the duration of this written limited warranty. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



## Distributor's Limited Warranty

#### Accessories, Replacement Parts, and Apparel

This warranty is limited to Honda Power Equipment parts, accessories, and apparel when distributed by American Honda Motor Co., Inc., 4900 Marconi Drive, Alpharetta, Georgia 30005-8847.

| PRODUCTS COVERED BY | LENGTH OF WARRANTY: (FROM DATE OF ORIGINAL RETAIL PURCHASE) |                                 |  |
|---------------------|---|---------------------------------|--|
| WARRANTY:           | PRIVATE RESIDENTIAL   | COMMERCIAL/RENTAL/INSTITUTIONAL |  |
| Accessories         | 12 months   | 3 months                        |  |
| Replacement Parts   | 6 months  | 3 months                        |  |
| Apparel             | 6 months  | 3 months                        |  |

#### To Qualify for this Warranty:

- 1. The accessories, replacement parts, or apparel must be purchased from American Honda or a dealer authorized by American Honda to sell those products in the United States, Puerto Rico, and the U.S. Virgin Islands. Parts and Accessories must be purchased for installation on original Honda equipment or engines to be eligible for warranty coverage. Installing Parts and Accessories on non-Honda products or engines voids this warranty.
- 2. You must be the first retail purchaser. This warranty is not transferable to subsequent owners.

#### What American Honda Will Repair or Replace Under Warranty:

American Honda will repair or replace, at its option, any Honda General Purpose Engine accessories, replacement parts, or apparel that are proven to be defective in material or workmanship under normal use during the applicable warranty time period. Anything replaced under warranty becomes the property of American Honda Motor Company, Inc. All parts replaced under warranty will be considered as part of the original product, and any warranty on those parts will expire coincident with the original product warranty.

Accessories and replacement parts installed by a dealer who is authorized by American Honda to sell them will be repaired or replaced under warranty without charge for parts or labor. If installed by anyone else, accessories and replacement parts will be repaired or replaced under warranty without charge for parts, but any labor charges will be the responsibility of the purchaser.

Apparel will be repaired or replaced under warranty without any charge.

#### To Obtain Warranty Service:

You must take the Honda General Purpose Engine accessory, replacement part, apparel, or the Honda general purpose engine on which the accessory or replacement part is installed, and proof of purchase, at your expense, to any Honda General Purpose Engine dealer in the United States, Puerto Rico, or the U.S. Virgin Islands who is authorized to sell that product, during the dealer's normal business hours. If you are unable to obtain warranty service, or are dissatisfied with the warranty service you receive, take the following steps: first, contact the owner of the dealership involved; normally this will resolve the problem. However, if you should require further assistance, write or call the Power Equipment Customer Relations Department of American Honda Motor Co., Inc.

American Honda Motor Co., Inc.
Power Equipment Customer Relations Department
4900 Marconi Drive
Alpharetta, Georgia 30005-8847
Telephone: (770) 497-6400

#### **Exclusions**:

This warranty does not extend to accessories, parts, or apparel affected or damaged by collision, normal wear, use in an application for which the product was not designed, or any other misuse, neglect, incorporation or use of unsuitable attachments or parts, unauthorized alteration, improper installation, or any causes other than defects in material or workmanship of the product. Installing Parts and Accessories on non-Honda products or engines voids this warranty.

#### Disclaimer of Consequential Damage and Limitation of Implied Warranties:

American Honda disclaims any responsibility for loss of time or use of the product, or the power equipment on which the product is installed, transportation, commercial loss, or any other incidental or consequential damage. Any implied warranties are limited to the duration of this written warranty. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## Exhibit A - DF2369E New Off-Highway Engine Warranty

## **Exhibit A - DF2369E New Off-Highway Engine Warranty**

#### JOHN DEERE NEW OFF-HIGHWAY ENGINE WARRANTY

#### **Warranty Duration**

Unless otherwise provided in writing, John Deere\* makes the following warranty to the first retail purchaser and each subsequent purchaser (if purchase is made prior to expiration of applicable warranty) of each John Deere new off-highway engine marketed as part of a product manufactured by a company other than John Deere or its affiliates and on each John Deere engine used in an off-highway repower application:

- 12 months, unlimited hours of use, or
- 24 months and prior to the accumulation of 2000 hours of use

Note: In the absence of a functional hour meter, hours of use will be determined on the basis of 12 hours of use per calendar day.

#### **Warranty Coverage**

All John Deere-warranted parts and components of John Deere engines which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects, without charge for parts or engine repair labor, including reasonable costs of labor to remove and reinstall non-engine parts or components of the equipment in which the engine is installed, and, when required, reasonable costs of labor for engine removal and reinstallation, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser.

#### **Emissions Warranty**

Emissions warranties appear in the Operator's Manual, that is furnished with the engine/machine.

#### Obtaining Warranty Service

Warranty service is to be performed by a local John Deere engine service outlet before the expiration of the warranty. An authorized service outlet is a John Deere engine distributor, a John Deere engine service dealer, or a John Deere equipment dealer selling and servicing equipment with an engine of the type covered by this warranty. Authorized service outlets will use only new or remanufactured parts or components furnished or approved by John Deere.

Authorized service locations can be found by using the dealer locator on <a href="https://www.johndeere.com">www.johndeere.com</a>, or by calling 1-800-JDENGINE (800-533-6446). At the time of requesting warranty service, the purchaser must be prepared to present evidence of the engine's delivery date. John Deere reimburses authorized service outlets for limited travel expenses incurred in making warranty service repairs in non-John Deere applications when travel is actually performed. Contact your local authorized service dealer for current travel reimbursement limits. If distances and travel times are greater than reimbursed by John Deere, the service outlet will charge the purchaser for the difference.

#### Purchaser's Responsibilities

The cost of normal maintenance and depreciation.

Periodic cleaning of the Diesel Exhaust Filter.

Consequences of negligence, misuse, or accident involving the engine, or improper application, installation, or storage of the engine. Consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's judgment, has adversely affected the performance or reliability of the engine.

Consequences of any modification or alteration of the engine not approved by John Deere, including, but not limited to, tampering with fuel and air delivery systems.

Consequences of fuels, lubricants or coolant that fails to meet the specifications and requirements listed in the Operator's Manual.

\*"John Deere" means John Deere Power Systems with respect to users in the United States, John Deere Limited with respect to users in Canada, and Deere & Company or its subsidiary responsible for marketing John Deere equipment in other countries where the user is located.

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The effects of cooling system neglect as manifested in cylinder liner or block cavitation ("pitting", "erosion", "electrolysis").

Any premium for overtime labor requested by the purchaser.

Costs of transporting the engine or the equipment in which it is installed to and from the location at which the warranty service is performed, if such costs are in excess of the maximum amount payable to the service location were the warranty service performed at the engine's location.

Costs incurred in gaining access to the engine; i.e., overcoming physical barriers such as walls, fences, floors, decks or similar structures impeding

access to the engine, rental of cranes or similar, or construction of ramps or lifts or protective structures for engine removal and reinstallation. Incidental travel costs including meals, lodging, and similar.

Service outlet costs including meals, lodging, and similar.

Service outlet costs incurred in solving or attempting to solve non-warrantable problems.

Services performed by a party other than an authorized John Deere engine service dealer, unless required by law.

Charges by dealers for initial engine start-up and inspection, deemed unnecessary by John Deere when operation and maintenance instructions supplied with the engine are followed.

Costs of interpretation or translation services.

Periodic cleaning of the Diesel Exhaust Filter.

John Deere will not be responsible for the cost of Exhaust Filter or Diesel Particulate Filter (DPF) cleaning unless:

- The need for cleaning resulted from the failure of a part that is covered by the engine's Standard Product Warranty or Extended Warranty, or
- The engine is located in California and the need for cleaning was caused by a failure covered under applicable CARB emissions regulations.

#### No Representations or Implied Warranty

Where permitted by law, neither John Deere nor any company affiliated with it makes any guaranties, warranties, conditions, representations or promises, express or implied, oral or written, as to the nonoccurrence of any defect or the quality or performance of its engines other than those set forth herein, and DOES NOT MAKE ANY IMPLIED WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS otherwise provided for in the Uniform Commercial Code or required by any Sale of Goods Act or any other statute. This exclusion includes fundamental terms. In no event will a John Deere engine distributor or engine service dealer, John Deere equipment dealer, John Deere or any company affiliated with John Deere be liable for incidental or consequential damages or injuries including, but not limited to, loss of profits, loss of crops, rental of substitute equipment or other commercial loss, damage to the equipment in which the engine is installed or for damage suffered by purchaser as a result of fundamental breaches of contract or breach of fundamental terms, unless such damages or injuries are caused by the gross negligence or intentional acts of the foregoing parties.

#### Remedy Limitation

The remedies set forth in this warranty are the purchaser's exclusive remedies in connection with the performance of, or any breach of guaranty, condition, or warranty in respect of new John Deere engines. In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the depreciated cost of the product.

#### No Seller's Warranty

No person or entity, other than John Deere, who sells the engine or product in which the engine has been installed makes any guaranty or warranty of its own on any engine warranted by John Deere unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the engine, in which case John Deere shall have no obligation to the purchaser. Neither original equipment manufacturers, engine or equipment distributors, engine or equipment dealers, nor any other person or entity, has any authority to make any representation or promise on behalf of John Deere or to modify the terms or limitations of this warranty in any way.

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#### **Additional Information**

For additional information concerning the John Deere New Off-Highway Engine Warranty, see the Operator's Manual

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#### KUBOTA ENGINE AMERICA CORPORATION LIMITED WARRANTY ON INDUSTRIAL ENGINES AND REPLACEMENT PARTS EFFECTIVE JANUARY 1, 2009

#### **OUR WARRANTY TO YOU**

We warrant to you, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods.

- Industrial Engines for 2 years or 2,000 hours, whichever occurs first.
- Industrial Engines Major Component Warranty (MCW), 3 years or 3000 hours, whichever occurs first, parts only.

**MCW covers** cylinder block, cylinder head, crankshaft, camshaft, gears, pistons, rods, flywheel, flywheel housing, oil pump, pulleys, governor, intake manifold, oil pan, ignition distributor.

MCW does not cover rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps.

3. Replacement parts for 1 year.

#### WHAT WE WILL DO

We will, at our option, repair or replace any part covered by this warranty which becomes defective, malfunctions or otherwise fails to conform with this warranty under normal use and service during the term of the warranty at no charge for parts or labor. (Parts only for MCW)

#### WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE

In order to obtain warranty repairs, you must deliver the product, together with proof of purchase, to an Authorized Kubota Industrial Engine Distributor or Dealer at your expense. The names and addresses of such Authorized Kubota Industrial Engine Distributors can be found on the internet at www.kubotaengine.com, by calling 1-800-532-9808 or by contacting:

Kubota Engine America Corporation 505 Schelter Road Lincolnshire, IL 60069

#### WHAT THE WARRANTY DOES NOT COVER

This warranty does not cover:

- Damage, malfunctions or failures resulting from accidents, abuse, misuse, modifications, alteration, improper servicing, or lack of performance of required maintenance service.
- Normal maintenance services or replacement of maintenance items such as light bulbs, preheater plugs, indicator and resistant coils, filter elements, lubricants, oils, spark plugs, coolant, or belts.
- Installation of replacement parts, unless originally installed by an Authorized Kubota Industrial Engine Distributor or Dealer
- 4. Non-genuine Kubota parts.
- Any engines damaged by use of ether or any starting aid, or greater than a 50/50% solution of antifreeze and water.
- Injection nozzle wear or any engine damage caused by injection nozzle wear or sticking.
- Damage caused by water entering the engine due to any cause.
- 8. Used Products.
- Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
- 10. Any Engine not application reviewed.

APPLICATION REVIEW PROCESS: The Kubota Engine America (KEA) application review process is intended to assist the OEM with engine installation to optimize functionality/performance within the OEM's equipment in order to maintain durability, customer satisfaction, and reduce warranty failures and expenses. Kubota cannot anticipate all potential failures and issues that may occur with the engine or product in the field during an application review. Therefore, machine durability testing by the OEM either in a test facility and/or in the field is critical to further reduce the potential for field failures.

The amount of time spent by KEA on an application review is significantly less than the amount of time spent by the OEM's design engineers on the application. Because of this, the KEA application review is intended to identify issues that are within the scope of the application review testing performed and in some cases recommend possible solutions. The KEA application review should never take the place of proper design and testing of the finished product by the OEM.

The KEA application review does not in any way express or imply any additional warranty coverage other than what is stated in Kubota's Limited Warranty Agreement. Kubota and its subsidiary companies are not responsible for (including, but not limited to): failures resulting from any components that are not manufactured by Kubota, misrepresented or incorrect information provided from an OEM, any changes made without KEA's knowledge, any decision by the OEM not to follow KEA's recommendations, or any application related problems or deficiencies that may arise that were not found by KEA's limited application review or the OEM's durability testing.

#### THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS

We neither assume nor authorize anyone to assume for us any other express warranty. The Kubota Distributor/ Dealer has no authority to make any representation or promise on behalf of Kubota Engine America Corporation or to modify the terms or limitations of this warranty in any way.

## LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS PURCHASED AND USED FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

Our responsibility is to repair or replace defective parts as stated above. We will not be responsible for any other expenses, losses or inconvenience which you may sustain as a result of the purchase, use, malfunction or defective condition of our products. ANY IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE AND IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

## LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS USED FOR RENTAL OR FOR COMMERCIAL, INDUSTRIAL OR AGRICULTURAL PURPOSES.

This warranty is in lieu of all other warranties, express or implied, and of any other obligations or liability on our part. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Our responsibility for any and all losses and damages resulting from any cause whatsoever, including our negligence, alleged damage or defective goods, whether such defects are discoverable or latent, shall be limited to the repair or replacement of defective parts as stated above. IN NO EVENT WILL WE BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF OR DAMAGE TO OTHER PROPERTY, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.