



## **PRIME POWER GENERATOR ENGINE**

**SA, SB, SR & SH SERIES**

**Engines Delivered After January 1<sup>st</sup>, 2007**

# **INDUSTRIAL ENGINE LIMITED WARRANTY**

## **Engines Delivered After January 1<sup>st</sup>, 2007**

Mitsubishi Turbocharger & Engine America, Inc. (MTEA) warrants to the first User Purchaser / Owner that each new SA, SB, SR & SH Series Generator Engine marketed by MTEA as a separate power source and used in electrical generation applications in North America, under normal use and maintenance, shall operate without defects in material or workmanship for the period described in this schedule:

|               | WARRANTY PERIOD |               | WARRANTY ADJUSTMENT |                |
|---------------|-----------------|---------------|---------------------|----------------|
|               | Months*         | Engine hours* | Parts               | Repair labor** |
| <b>Engine</b> | 0 – 12          | Unlimited     | 100 %               | 100 %          |

\*Engine removal and replacement labor limited to 10 hours.

## **APPLICATION DEFINITION AND WARRANTY STARTING DATE**

SA, SB, SR & SH Series Generator Engine applications are electrical generator sets, which are used only as a source of power. Industrial Engine and Marine applications are excluded from this warranty. The Generator Engine warranty supplied by MTEA with the new engine begins on the date the start-up form is filled out and submitted to MTEA. If there is no start-up form submitted, then the warranty will start from the invoice date to OEM. In any case, the warranty period shall not exceed over 30 months from delivery to the OEM.

## **WARRANTY ADJUSTMENTS**

Generator Engine warranty adjustments are provided through MTEA Authorized Engine Distributors' factory trained technicians. During the warranty period, provided that the engine is installed and operated according to MTEA 's and or its related companies' manual(s) and instruction(s), MTEA will provide at its exclusive election, for any part determined by MTEA to be defective, either (1) a new or remanufactured replacement or repaired part, or (2) reimbursement for the cost of the part repair or replacement.

Repair labor provided under the Generator Engine Warranty includes labor expenses necessary to complete a warranted repair, including reasonable labor (as defined by MTEA) incurred for Engine removal and re-installation when necessary to perform a warranted repair. Labor expenses will be reimbursed according to Mitsubishi's flat rate manual and at regular daytime labor rates. MTEA will reimburse travel expenses for a MTEA Engine Distributor Technician, when travel is necessary to complete a warranted repair including lodging, meals and mileage to readily accessible locations during the warranty period when repair labor is provided; however, round trip mileage is limited to 400 miles per warranted repair.

## **OWNER RESPONSIBILITIES**

The Owner must advise a MTEA Engine Distributor of a failure and potential warranty claim within the warranty period and have the repairs completed by an Authorized MTEA Engine Distributor. The Owner is responsible for normal wear, adjustments and scheduled maintenance including injection nozzle cleaning and engine valve adjustments. The Owner is responsible for maintaining the engine according to recommendations contained in the Mitsubishi Industrial Engine Operations and Maintenance Manual and all other manuals and instructions supplied by MTEA and or its related companies. Maintenance parts and fluids including lubricating oil, antifreeze and belts are the Owner's responsibility unless the materials were damaged by the failure and cannot be reused. The Owner is responsible for all labor costs and other costs not specifically described herein as MTEA's responsibility, including overtime or holiday repair labor, lodging and transportation to remote sites and premium transportation expenses.

## **WARRANTY LIMITATIONS**

The following operational practices damage the engine and any failures resulting from these operational practices are not covered by this warranty: operating the engine at fuel rates higher than established by MTEA; overspeeding; operation without adequate or specified lubricating oil, coolant or fuel; operating the engine beyond published MTEA coolant or lubricant temperatures; inadequate maintenance of cooling systems, and failure to keep the engine air intake free of foreign material, improper storage, warm-up, shutdown or run-in practices; and/or other practices which damage the engine.

Neither MTEA nor its related companies are responsible for failures resulting from the alteration or modification to engines by anyone who has not been so authorized by MTEA in writing. MTEA is not responsible for failures resulting from improper repairs.

Neither MTEA nor its related companies shall be liable for claims attributable to the following: replacement of a complete assembly instead of repairing the assembly unless replacement was approved by MTEA; repairs necessary due to use of parts not supplied by MTEA; repairs caused by abuse, misuse, accidents, acts of God or unauthorized modification; repairs made by unauthorized repair shops; corrections of alleged defects where documentation is inadequate to support the claim or the failed parts needed for analysis have been improperly preserved rendering failure analysis impossible; and unnecessary repairs caused by improper diagnosis. Normal wear that occurs to parts during use of the engine is not covered by warranty including but not limited to these parts: pistons, liners, piston rings, valves, valve seats, valve guides, gears, bearings, crankshaft, camshaft, nozzle and plunger. The following items are not covered by warranty because they are deemed to have resulted from normal engine use or to have been caused by environmental exposure or pollution: rusting or deterioration of plated parts, discoloration, fading or rusting of painted parts, damage or deterioration due to extended storage of the engine after shipment by MTEA.

**THE WARRANTIES LISTED HEREIN ARE THE ONLY WARRANTIES APPLYING TO MTEA'S ENGINES AND WITH RESPECT TO INDUSTRIAL ENGINES, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT SHALL MTEA, OR ANY PARENT OR AFFILIATED COMPANY OF MTEA BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT OR STRICT LIABILITY, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, ECONOMIC LOSS, "DOWN TIME", LOST PRODUCTION, OR FAILURE TO MEET CONTRACTUAL OBLIGATIONS. THE TOTAL LIABILITY OF MTEA AND OF ANY PARENT OR AFFILIATED COMPANY OF MTEA, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE OWNER FOR THE PRODUCTS OR SERVICES WHICH GAVE RISE TO THE ALLEGED CLAIM, LOSS OR DAMAGE.**

This Limited Warranty and the rights and obligations of MTEA and the Owner concerning products or services supplied by MTEA shall be governed and construed in accordance with the internal laws of the state of Illinois, without regard to its choice of law rules. Any and all claims, suits or demands asserted by the Owner concerning this Limited Warranty and/or products or services supplied by MTEA shall be submitted to arbitration in Chicago, Illinois before the American Arbitration Association ("AAA") before a panel of three (3) arbitrators. The arbitrators will not have authority to award damages beyond the remedies provided for in this Limited Warranty. The arbitrators will not have authority to award punitive or exemplary damages or attorneys' fees to any party. Any action or claim arising out or relating to this Limited Warranty or the supply of products or services by MTEA must be brought within one (1) year of the alleged failure or shall be deemed waived.

The terms of this Limited Warranty and any obligation of MTEA relating to this L REVISED 03/26/2013 not be modified except as in writing signed by an authorized officer of MTEA. ¶ shall supercede any prior or contemporaneous oral or written warranties, representations or statements made concerning products or services supplied by MTEA. MTEA makes no other warranty except as set forth herein.

***THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.***



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