



Hatz Diesel of America, Inc.

DEALER

WARRANTY POLICY

FOR ENGINES WITH (10), 2010 OR LATER

BUILD DATE

Hatz Diesel of America, Inc.
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HATZ DIESEL LIMITED ENGINE WARRANTY FOR ENGINES WITH (10), 2010 OR LATER BUILD DATE

HATZ DIESEL OF AMERICA, INC., and its parent corporation, Motorenfabrik Hatz GmbH & Co. KG, hereinafter, jointly referred to as "HATZ", hereby grants a limited warranty on each new 4-cycle diesel engine sold by Hatz to be free from defects in material and workmanship, under normal use and service, for a period of **twenty-four (24) months or 2,000 operating hours** (which ever occurs first) after the date of delivery to the original retail purchaser, but not to exceed 36 months from the date the engine is shipped from Motorenfabrik Hatz GmbH & Co. KG's factory (delivery ex factory). An extended limited warranty is granted on the following items for up to **thirty-six (36) months**, or a maximum **2500 operating hours**, (which ever occurs first) after the delivery date to the original retail purchaser, but not to exceed 48 months from the date the engine is shipped from Motorenfabrik Hatz GmbH & Co. KG's factory (delivery ex factory).

Items covered in the 25th through the 36th months are limited to the following items: crankcase (excluding bearings), crankshaft (excluding bearings), connecting rods (excluding bearings), flywheels, cylinder head casting, gears (excluding bearings), and oil pump. Pursuant to this limited warranty, Hatz will, at their option, repair or replace at Hatz's headquarters, or at a point designated by Hatz, any part or parts which shall appear to the satisfaction of Hatz upon inspection at such point, to have been defective in material or workmanship. This warranty does not obligate Hatz to bear any transportation charges, travel expenses, or engine removal and reinstallation of the engine in connection with the repair or replacement of defective parts and such charges shall be borne by the original retail purchaser. Engines **not equipped** with hour meters will have the hours estimated based on a 35-hour workweek.

Note: See Exclusions statement on page 4 and EPA Emission Control Supplemental Warranty statement in the Engine Instruction Book for additional information.

In order to obtain service under this Warranty, the original retail purchaser shall give notice in writing to Hatz within (10) days of time that the defect becomes apparent. Hatz reserves the right to require that any engine upon which warranty service is sought be made available to Hatz at Hatz's sales headquarters or a point designated by Hatz free and clear of any liens and other encumbrances on a timely basis. Repairs authorized by Hatz must be completed in a timely manner. Claims approved by Hatz for warranty work to be performed by Distributor must be received at Hatz no later than thirty (30) days after repair date.

This Warranty shall not apply to any engine which shall have been installed or operated in a manner not recommended by Hatz, nor to any engine which shall have been repaired, altered, neglected or used in any way which, in the opinion of Hatz, adversely affects its performance; nor to any engine in which parts not authorized by Hatz have been used, which parts or use of which have damaged, caused defects in, or otherwise adversely affected the engine or its performance; nor to any accessories installed on the engine where the accessory manufacturer has its own warranty; nor to normal maintenance services or replacement or normal service items.

Hatz reserves the right to modify, alter and improve any engine or parts without incurring any obligation to replace any engine or parts previously sold without such modified, altered or improved engine or parts.

THIS LIMITED ENGINE WARRANTY AND THE OBLIGATION OF HATZ HEREUNDER, ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING ACTUAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SALES, LOST TIME, LOST USE, OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY ENGINE OR PART TO OPERATE PROPERLY. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME ADDITIONAL OBLIGATION ON BEHALF OF HATZ UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF HATZ.

HATZ DIESEL LIMITED PARTS WARRANTY

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

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

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

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

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

WARRANTY EXCLUSIONS

The following items will not be covered in the third year (25-36 months) under the Premier Engine Warranty:

- ◆ Electrical components ◆ Hoses ◆ Belts ◆ Sealants
- ◆ Sealing compounds ◆ Adhesives ◆ Gaskets ◆ Clutches
- ◆ Hydraulic components ◆ Injection nozzles ◆ Gear Cases
- ◆ Incidental expenses: travel time, mileage, and freight

ITEMS NOT COVERED BY WARRANTY

- ◆ Lubricants, fuels, shop towels, supplies and hazardous waste disposal
- ◆ Phone/Fax/Communication costs
- ◆ Deterioration caused by poor or prolonged storage of an engine such as rust, corrosion or gum and varnish caused by deteriorating fuel
- ◆ Any sales taxes
- ◆ Diagnostic and/or cleaning time
- ◆ Overtime labor
- ◆ Damage caused by the use of any starting aid or fluid

**FOR SUPPLEMENTAL WARRANTY
INFORMATION REFER TO
OWNERS INSTRUCTION BOOK**



**YOU WILL FIND THE FOLLOWING INFORMATION IN YOUR
OWNERS INSTRUCTION BOOK:**

**SUPPLEMENTAL INFORMATION TO THE OWNER'S MANUAL
FOR 1998 THROUGH 2004 or FOR 2005 AND LATER
EPA CERTIFIED AND/OR CALIFORNIA REGULATIONS
NONROAD COMPRESSION IGNITION ENGINES**

ENGINE PARTS AND/OR EQUIPMENT RELATED TO
EPA AND/OR CARB EXHAUST EMISSION REGULATIONS

UNUSUAL OPERATING CONDITIONS

MAINTENANCE SCHEDULE-EPA & CARB RELATED PARTS

EMMISSION CONTROL SYSTEMS AND ADJUSTMENTS

**EPA EMISSION CONTROL & CALIFORNIA EMSSION CONTROL
WARRANTY STATEMENT**

YOUR WARRANTY RIGHTS AND OBLIGATIONS

MANUFACTURERS WARRANTY COVERAGE

OWNERS WARRANTY RESPONSIBILITIES.

EPA EMISSION CONTROL AND CALIFORNIA EMSSION CONTROL
SUPPLEMENTAL WARRANTY STATEMENT

PARTS WITH SUPPLEMENTAL LIMITED WARRANTY

SUPPLEMENTAL LIMITED WARRANTY

OPERATORS MANUALS CAN BE FOUND ON THE HATZ WEBSITE