



**EFFECTIVE September 1, 2013**

**Page 1 of 2**

## **OUR WARRANTY TO YOU**

We warrant to you, the original purchaser, that all parts (except those referred to below) of your new industrial engine power unit that Engine Power, Inc. has designed, assembled or manufactured will be free from defects in materials or workmanship during the following periods.

1. Industrial engine power units (excluding any oil field engine or Application) for 2 years or 2000 hours whichever occurs first.
2. Replacement parts for 90 days.

## **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 of labor.

## **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 Distributor or Dealer at your expense. The names and addresses of such Authorized may be obtained by writing or telephoning us.

## **WHAT THE WARRANTY DOES NOT COVER**

This warranty **does not** cover:

1. Defects, malfunctions or failures resulting from accidents, abuse, misuse, modifications, alteration, improper servicing or lack of performance of required maintenance service.
2. Normal maintenance services or replacement of maintenance items such as light bulbs, pre-heater plugs, indicator and resistant coils, filter elements, lubricants, oils, spark plugs, coolant or belts.
3. Installation of replacement parts, unless originally installed by Engine Power.
4. Engines, injection pumps, radiators, air cleaners, generators, power take-offs and clutches, or any other components designed and manufactured by other manufacturers that are covered by separate warranties issued by those manufacturers or distributors.
5. Used products.
6. Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
7. Any power unit used in an application that has not been reviewed and approved by Engine Power.

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

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



**EFFECTIVE September 1, 2013**

**Page 2 of 2**

**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 OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE. 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. WARRANTIES OF MERCHANTABILITY OR 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 damaged 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 CROPS, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.