

DEUTZ Warranty Statement

- 1. DEUTZ Corporation ("DC") warrants to the original retail customer: that every new DEUTZ diesel engine supplied by DC or an authorized distributor of DC, purchased by such 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 it is shown there is a defect in material or workmanship caused solely by DC's failure to meet such standards, and customer has promptly 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. All engines and parts that are replaced shall become the property of DC. Any repaired or replaced engine shall be warranted until the expiration of the original warranty period. DC's warranty obligations are expressly conditioned on the customer fulfilling all of his obligations pursuant to his purchase order, including, without limitation, his payment obligations.
- 2. The warranty coverage will be as follows:

Warranty Period Months	Operating Hours		Warranty Coverage
12	Unlimited		All Components
24	1008,1008F 1011, 2011 1012, 2012, 1013 912, 913, 914 1015, 2015	1000h 2000h 3000h 3000h 4000h	All Components
36	1008,1008F 1011, 2011 1012, 2012, 1013 912, 913, 914 1015, 2015	1500h 3000h 4500h 4500h 6000h	Main Components, Crankcase, Crankshaft, Camshaft, Connecting Rods, Cylinder Head

The warranty will commence at the time of sale to the first retail customer, or one year from the date of manufacture, whichever occurs first.

- 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;
 (vii) unauthorized repairs.
- This warranty does not cover any components supplied by DC manufactured by someone other than DEUTZ AG, such as components obtained by

- DC from its suppliers (other than 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 customers upon request.
- 5. 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 engine or part that is defective shall not exceed the amount paid by the customer for such engine and customer agrees to release, defend, indemnify, and hold DC harmless from and against any and all further liability arising in any manner from such defective engine or part. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited. This warranty is governed by Georgia law.
- 6. UNDER NO CIRCUMSTANCES WILL THE CUSTOMER BE ENTITLED TO RECISSION OR TO A REDUCTION IN THE PURCHASE PRICE. CUSTOMER WAIVES ANY AND ALL CLAIMS FOR LOSS OF TIME, REPLACEMENT POWER, INCREASED COSTS, 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.
- THIS WARRANTY, AND THE LIMITED WARRANTY OF DC FOR EPA-APPROVED DEUTZ DIESEL ENGINES AND NEW DEUTZ DIESEL ENGINE PARTS INSTALLED IN SUCH ENGINES ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF DC AND THE MANUFACTURER WITH RESPECT TO DEUTZ DIESEL ENGINES AND DEUTZ DIESEL ENGINE PARTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NEITHER DC NOR THE MANUFACTURER ASSUMES. NOR AUTHORIZES ANY DISTRIBUTOR OR OTHER PERSON TO ASSUME, ON THEIR BEHALF, ANY OTHER OBLIGATION OR LIABILITY.
- 8. For complete details of the DEUTZ warranty please contact:

DEUTZ Corporation 3883 Steve Reynolds Blvd Norcross, GA 30093 USA

Tel.: 770-564-7100 Attn: Warranty Dept.