

Standard Warranty on New Perkins Engines Operated in North America (Mature Product Range)

1. Products Covered

This warranty applies to 3.152 family, Phaser/1000 Series.

2. Duration

The duration of this warranty shall be for a period of 12 months from delivery of any new engine to the first user or for a period of 24 months from the date of dispatch of the engine from Perkins, whichever period expires first. In addition, the following major components will be covered for a further 12 months: cylinder block casting, cylinder head casting, crankshaft (excluding bearings), camshaft and connecting rods.

3. Scope of Warranty

Perkins will, by repair or (at its option) replacement, remedy any failure of such engine which is due to a defect in the workmanship or materials thereof and will accept responsibility for travel, labor and material costs which apply when effecting such remedy. Repair time will be as per Perkins Repair Time schedule or as agreed in cases of application difficulty. Parts and labor rates will be as agreed with Perkins. All repairs must be carried out by an authorized outlet.

Engines or components supplied as replacements for engines under warranty will assume the identity of the engine or part being replaced and be entitled to the remaining warranty coverage. Any engine or component replaced by Perkins shall be disposed of in accordance with Perkins directions.

The warranty extends to the costs of engine removal and reinstallation where appropriate and necessary, subject to a maximum of 15 hours labor for industrial, generating set and vehicle applications and a maximum of 18 hours for marine applications.

4. Proprietary Equipment Fitted by Perkins

All proprietary equipment sourced and fitted by Perkins prior to dispatch of the engine is covered by this warranty except that:

Fuel injection equipment will be serviced and guaranteed through the Fuel Injection Suppliers Service organization who will carry out 'free of charge' any agreed warranty repair.

Electrical equipment fitted by Perkins will be serviced and guaranteed by the Electrical Suppliers Service organization that will carry out 'free of charge' any agreed warranty repair. Electrical equipment is covered for 12 months from date into service only.

Labor charges to remove and refit such equipment will be paid by Perkins as per normal warranty procedures in line with the repair time schedule.

5. Low Usage Warranty

In cases where the total use of the engine is restricted to 500 hours or less within 12 months from the date of sale to the first user, the warranty will be extended to the second year of operation, providing that the combined total use does not exceed 1000 hours.

6. Long Storage

The standard warranty allows for a maximum of 12 months storage before sale. Long storage is not encouraged but at the

same time Perkins realize that there will be occasions when the engine has not been sold. Revalidation Procedures and warranty limitations are available from a Perkins Distributor.

7. Limitations and Exclusions

Perkins shall not be liable under this warranty for:

- a. Any accessories or proprietary equipment not fitted by Perkins.
- b. Any engine used without the prior written approval of Perkins for a purpose for which it was not designed.
- c. Any engine or part which is in the opinion of Perkins has been altered, used, maintained, serviced or stored otherwise than in accordance with the Company's recommendations as published.
- d. Any engine or part from which the Perkins number or markings have been removed or altered.
- e. The costs of normal maintenance or regular servicing of the engine.
- f. Expenses such as towing, carriage, subsistence, overtime premiums, owners own labor charges, hire of special equipment.
- g. Component parts considered by Perkins to be consumable items as identified in the applicable user handbook except where replacement is necessary consequent to the nature of the failure and at a time when the owner could not reasonably be expected to pay for these items.
- h. Gradual reduction in operating performance commensurate with the age, kilometers covered or operating hours, including but not limited to, gradual loss of engine compression or gradual increase in oil consumption due to normal operating functions.
- i. Any failure to meet its obligations hereunder which are due to circumstances beyond its reasonable control including but not limited to industrial disputes, fire, severe weather conditions, government decisions, materials shortage, power or machinery breakdown or failure or war.
- j. Any claims made more than 14 days from the date of alleged failure. Perkins obligations under this warranty are limited to the proper costs incurred by its authorized agents of repair or replacement as set out herein.
- k. Perkins shall not be liable whether in contract or tort for any other loss, damage or expense, whether direct, indirect or consequential and whether suffered by the owner or any third party and any other warranties expressed or implied, statutory or otherwise are expressly excluded to the extent that the same may be lawfully so excluded.
- l. For generator sets supplied by Perkins Engines (Strafford) Limited the warranty terms and conditions apply only to the engine. The alternator, instruments and all other generator set associated parts are covered by the manufacturers warranty.