



MITSUBISHI  
ENGINE

# INDUSTRIAL ENGINE

## 3 YEAR LIMITED WARRANTY

Effective January 01, 2004

### K, L, SL, SS, SQ & SK SERIES

#### INDUSTRIAL ENGINE LIMITED WARRANTY

Mitsubishi Engine North America, Inc. (MENA) warrants to the first User Purchaser / Owner that each new K, L, SL, SS, SQ and SK Series Industrial Engine marketed by MENA as a separate power source and used in Industrial 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** |
| Engine                       | 0 – 24        | 0 – 2000 | 100 %               | 100 %          |
| Electrical parts             | 0 – 12        | 0 – 1000 | 100%                | 100%           |
| Instrument gauges            | 0 – 12        | 0 – 1000 | 100 %               | 100 %          |
| Optional accessories         | 0 – 12        | 0 – 1000 | 100 %               | 100 %          |
| Major components warranty*** | 24 – 36       | 0 – 6000 | 100 %               | None           |

\*Warranty period limited by whichever interval occurs first.

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

\*\*\*Warranty for major castings only, which consist of the Crankcase, Crankshaft, Connecting Rods and Connecting Rod Bolts. Excluding Crankshaft Main Bearings, Camshaft Bushings, Connecting Rod Bearings and Bushings.

#### APPLICATION DEFINITION AND WARRANTY STARTING DATE

K, L, SL, SS, SQ and SK Series Industrial Engine applications include standby generators, prime power electrical generation, construction equipment, stationary power units, agricultural equipment and all land based rental equipment. Marine applications are excluded from this warranty. The Industrial Engine warranty and warranty coverage on optional accessories and instruments supplied by MENA with the new engine begins on the date of delivery to the first Owner and extends for the period in the schedule.

#### INDUSTRIAL ENGINE AND MAJOR COMPONENTS

Industrial Engines consist of internal and external components supplied by MENA and include fan drive, water pump, thermostat, vibration damper, injection pump and nozzle assemblies, turbocharger, oil pump, flywheel and flywheel housing. This Industrial Engine Warranty applies only to components supplied by MENA. Major Components consist of the crankshaft, crankcase and the connecting rods and exclude connecting rod bearings and bushings, crankshaft main bearings and camshaft bushings.

#### WARRANTY ADJUSTMENTS

Engine warranty adjustments are provided through MENA Authorized Engine Distributors' factory trained technicians. During the warranty period, provided that the engine is installed and operated according to MENA 's and or its related companies' manual(s) and instruction(s), MENA will provide at its exclusive election for any part determined by MENA 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 Industrial Engine Warranty includes labor expenses necessary to complete a warranted repair, including reasonable labor (as defined by MENA) 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. MENA will reimburse travel expenses for a MENA Engine Distributor Technician, when travel is necessary to complete a warranted repair including mileage to readily accessible North American locations during the warranty period when repair labor is provided; however, round trip mileage is limited to 250 miles per warranted repair.

MENA's responsibility during the Major Component Warranty is limited to repair or replacement of the defective qualifying part. MENA shall not be responsible for labor costs incurred for repairs covered under the Major Component Warranty nor shall MENA be responsible for parts other than the qualifying parts.

## OWNER RESPONSIBILITIES

The Owner must advise a MENA Engine Distributor of a failure and potential warranty claim within the warranty period and have the repairs completed by an Authorized MENA 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 Industrial Engine according to recommendations contained in the Mitsubishi Industrial Engine Operations and Maintenance Manual and all other manuals and instructions supplied by MENA 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 MENA's responsibility, including overtime or holiday repair labor, lodging and transportation to remote sites and premium transportation expenses. During the Major Component Warranty, the owner is responsible for all parts and labor costs, except for the parts covered by the Major Component Warranty.

## 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 MENA; overspeeding; operation without adequate or specified lubricating oil, coolant or fuel; operating the engine beyond published MENA 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 MENA 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 MENA in writing. MENA is not responsible for failures resulting from improper repairs.

Neither MENA 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 MENA; repairs necessary due to use of parts not supplied by MENA; 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 MENA.

**THE WARRANTIES LISTED HEREIN ARE THE ONLY WARRANTIES APPLYING TO MENA'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 MENA, OR ANY PARENT OR AFFILIATED COMPANY OF MENA 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 MENA AND OF ANY PARENT OR AFFILIATED COMPANY OF MENA, 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 MENA and the Owner concerning products or services supplied by MENA 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 MENA 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 MENA 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 MENA relating to this Limited Warranty may not be modified except as in writing signed by an authorized officer of MENA. This Limited Warranty shall supercede any prior or contemporaneous oral or written warranties, representations or statements made concerning products or services supplied by MENA. MENA 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.***



**MITSUBISHI ENGINE NORTH AMERICA, INC.**

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