



# YANMAR AMERICA CORPORATION PARTS & ACCESSORIES LIMITED WARRANTY STATEMENT

## 1) LIMITED WARRANTY COVERAGE

YANMAR America Corporation ("Company"), provides this Limited Warranty to retail purchasers of Parts & Accessories ("PRODUCTS"), subject to the terms and conditions contained within this Warranty Policy. This Limited Warranty shall apply only to the below designated new PRODUCTS sold by DEALER or DISTRIBUTOR, unless there is a portion of the original Limited Warranty remaining on the PRODUCT at the time it is sold to a subsequent purchaser. In such a case, that portion of the remaining Limited Warranty may be transferred to the subsequent purchaser of the PRODUCT pursuant to Article 3 herein, even though the PRODUCT is used.

Products covered under Limited Warranty: Parts & accessories purchased from YANMAR America Corporation, or purchased from YANMAR America Corporation and sold through an authorized and current YANMAR America Corporation DEALER, DISTRIBUTOR or ENGINE CENTER.

<b>Limited Warranty Period</b>			
Type	Item	Purchased by Consumer	Installed Under Warranty
NEW	Parts & Accessories	12 months / unlimited hours	Balance of original engine limited warranty or equipment warranty applies
REMAN	Short Block (SB) REMAN Engine Assemblies	6 months / unlimited hours	Balance of original engine limited warranty applies
REMAN	REMAN components	12 months / unlimited hours	Balance of original engine limited warranty applies
NU	New-Used (NU) Components	6 months / unlimited hours	Balance of original engine limited warranty applies

## 2) LIMITED WARRANTY PERIOD

The Warranty Period for PRODUCTS (excluding Short Block (SB) REMAN Engine Assemblies and New-Used (NU) Components) sold or supplied by YANMAR shall be twelve (12) months, starting from the date of the purchase (Original bill of sale or receipt is required to verify date of purchase), and six (6) months for Short Block (SB) REMAN Engine Assemblies and New-Used (NU) Components, starting from the date of the purchase (Original bill of sale or receipt is required to verify date of purchase).

### **3) CONTENT OF THE LIMITED WARRANTY**

When a defect in material or workmanship is discovered in a PRODUCT that falls within the provisions of this Limited Warranty Policy, it is the intent of COMPANY to make reasonable attempts to correct the defect without charge to the retail purchaser, according to the terms of this Limited Warranty Policy. COMPANY may, in its sole discretion, reimburse the DEALER/DISTRIBUTOR for the PRODUCT, or provide the necessary replacement PRODUCT to complete covered warranty service of the PRODUCT, at no charge to the DEALER/DISTRIBUTOR or retail purchaser. Subject to Company's discretion, such reimbursement or replacement may include those required to replace the part(s) or accessories that broke as a result of the defective PRODUCT and/or part(s) or accessories necessary to repair the PRODUCT defect.

### **4) EXCEPTIONS AND LIMITATIONS OF THIS LIMITED WARRANTY**

**THE LIMITED WARRANTY, TO WHICH THIS POLICY APPLIES, IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. YANMAR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, except where such disclaimer is prohibited by law. IF SUCH DISCLAIMER IS PROHIBITED BY LAW, THEN IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY.**

### **5) DAMAGES ARE LIMITED TO THE PRODUCT ITSELF**

YANMAR shall not be liable for any of the following damages and specifically disclaims incidental or consequential damages, personal injury, damage to other property, lost profits, rental costs of substitute equipment and/or commercial losses.

This Limited Warranty shall not apply to any failure of or damage to a PRODUCT where the failure or damage:

- a) Occurred during the PRODUCT's transportation.
- b) Occurred due to improper handling or otherwise failing to follow the instructions set forth in the Operation Manual, including but not limited to: exceeding the PRODUCT's capacities, attaching equipment to the PRODUCT beyond the stated specifications, rough handling, improper operation, misuse, abuse, improper servicing, inadequate compliance with or failure to comply with all maintenance requirements, adjustments, installation or storage instructions, warnings, cautions and requirements stipulated in the Operation Manual, Installation Work Manual, and labels attached to the PRODUCT.
- c) Caused by modifications to the PRODUCT without the prior written approval of COMPANY.
- d) Caused by remodeling or improper repairs, installation or maintenance work.
- e) Caused by the occurrence of the events for which the customer is responsible such as the clogging or soiling of the PRODUCTS' heat exchangers and air filters and other items.
- f) Caused by a force majeure such as war or acts of violence, natural calamities, including, but not limited to including fire, earthquakes, typhoons, floods, lightning, extraordinary meteorological phenomena, as well as environmental pollution and disruption, soot and smoke, falls of ash, acid rain, chemicals, corrosive gas and other harmful gases, extraordinary electromagnetic waves, extraordinary fuel gas pressure, entry of organisms and other life forms.
- g) Caused by use of non-genuine YANMAR parts, or the use of fuel gas, engine oil, and cooling water other than those specified by YANMAR.
- h) Caused by attachments, accessory items, and parts not sold, issued or approved by Company.
- i) Caused by contaminated fuels, oils or other fluids.

This Limited Warranty does not provide coverage for any of the following:

- a) Any discernible and immaterial operation sound or vibration, discoloration, fading, rusting or corrosion naturally occurring through the passage of time;
- b) Vapor, foul odors, etc., resulting from combustion of fuel gas in the engine
- c) Depreciation or damage caused by ordinary wear and tear, rusting or corrosion;
- d) Ordinary and periodic maintenance service parts and labor as set forth in the Operation Manual.
- e) Labor, freight, or any other cost (including of use a lift mechanism) associated with the service, repair, or operation of the unit.
- f) Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric or gas heat.
- g) Travel time, lodging or transportation charges.
- h) Consumable components, including but not limited to fuel, oils, or other fluids, spark plugs, filters, tires or tracks, and brake pads.
- i) Expenses for rental of equipment during downtime and/or performance of warranty repairs.
- j) Transportation & shipping costs to / from authorized dealer.
- k) Labor charges necessary for warranty work, including without limitation all thereto required repairs, modifications, corrections, dis-assembly, re-assembly, bench testing and/or, at COMPANY's sole discretion, replacements.
- l) Repair by any party other than a YANMAR authorized servicing dealer.