



## ENGINE LIMITED WARRANTY

**Zenith Power Products LLC (ZPP)** will, at our option, repair or replace any component covered under this warranty that becomes defective during normal use and operation within the terms and time limits specified.

**Definition:** As used in this warranty, "Engine Package (Assembly)" means a new ZPP Engine equipped with an emissions compliant fuel delivery system and exhaust after treatment device, sold by ZPP to an OEM manufacturer or delivered by an authorized ZPP engine Distributor ("Seller") to the original retail purchaser.

The emissions related warranty covers only components for certified engines whose failure would increase the engine emissions. The replacement or repair of other components not supplied by ZPP is the owner's responsibility.

**Application review:** ZPP cannot anticipate all potential field issues. The engine package application must be approved by ZPP through our application review process. Machine field and/or lab durability testing by the OEM is critical to further reduce the potential for field failures. Only those parts approved by ZPP, fuel delivery system and exhaust after treatment device will be considered in this warranty. Other accessories supplied by ZPP such as: radiator, brackets, hoses, back ends, etc. will follow the original warranty per the part manufacturer.

**Warranty:** Provided products are operated and maintained in accordance with Zenith's written instructions, ZPP warrants to the original retail purchaser that the Seller, on behalf of ZPP, will, during the warranty period, repair or replace (at ZPP's option) any engine parts which are defective in factory-supplied materials and workmanship. *Engines operating outside of North America are covered on a parts replacement basis only.* **ZPP prior approval is required for all warranty repairs.**

The warranty period shall begin when the engine is delivered to the ultimate purchaser. Operating hours will be determined by the Engine Control Module's (ECM's) internal hour meter.

**Warranty period:** Base warranty coverage (Whichever occurs first):

<b>Rating</b>	<b>Months</b>	<b>Hours</b>
<b>Stationary and Constant Speed Mobile</b>	<b>12</b>	<b>2500</b>
<b>Variable Speed Mobile</b>	<b>24</b>	<b>2000</b>
<b>Emergency Standby</b>	<b>24</b>	<b>400</b>

- **Stationary or Constant Speed Mobile-** Means compressor applications, irrigation applications, or generator sets operating at a constant fixed speed.
- **Variable Speed Mobile Applications-** Means foot-pedal controlled equipment such as ground support vehicles.
- **Emergency Standby-** Means engines operated to provide electrical or mechanical work (such as electrical power or pumping water) during an emergency situation and not exceeding 100 hours per calendar year non-emergency service per, EPA **40 CFR 60.4248.**

### **Obtaining Warranty Service:**

To obtain warranty repairs, you must contact the Seller within 30 days, who shall determine warranty consideration and perform the repair, following the **ZPP** Warranty Policy Guidelines.

At the time of requesting warranty service, the purchaser must be prepared to present evidence of the engine's delivery date. ZPP reimburses authorized service outlets for limited travel expenses incurred in warranty repairs when travel is required. Contact your servicing dealer for current travel reimbursement limits. If distances and travel times are greater than travel expenses authorized by ZPP, the servicing dealer may charge the purchaser the difference.

### **Exclusions:**

- A. In no event, shall ZPP be liable for loss of time, inconvenience, loss of use of the Engine package, damage to persons or property, or any other incidental or consequential damage. In no event, shall the maximum liability of ZPP under this warranty exceed the purchaser's cost of the Engine.
- B. The obligation and liability under this warranty is limited to the repair or replacement, at the option of ZPP, of any engine parts, components, or the Engine Package. The warranty does not provide for any labor, travel expenditure, or incremental costs associated with product removal and reinstallation associated with defective parts, components, or Engine Package except where required by law.
- C. This warranty does not cover:
  - 1) Any failures related to an application not approved by ZPP.
  - 2) Any parts or accessories installed on the Engine package which were not manufactured or installed by **ZPP** (including, without limitation, manifolds, batteries, alternators or starters). Such parts and accessories may be covered by a warranty from the manufacturer of said item.
  - 3) Any defect in the Engine package which was caused (in ZPP's sole judgment) by other than normal use and service or by any misuse, negligence, fuel contamination, overloading, accident, abuse, alternation, unsuitable storage, immersion or submersion, or use other than in accordance with the Engine's rated capacity and use.
  - 4) Any adverse effect on the Engine package caused by repair by other than an authorized ZPP repair facility or with parts or supplies not manufactured or supplied by ZPP.
  - 5) Any Engine whose serial number has been altered or removed or on which recommended maintenance and inspections have not been performed.
  - 6) Normal maintenance and inspection, such as tune-up, tightening of nuts, bolts, screws, replacement of belts, etc.
  - 7) Selection or installation of the Engine package for its intended use, if performed by someone other than the Seller.

### **No Seller's Warranty**

No person or entity, other than Zenith Power Products, who sells the engine or product in which the engine has been installed makes any guaranty or warranty of its own on any engine warranted by Zenith Power Products unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the engine, in which case Zenith Power Products shall have no obligation to the purchaser. Neither original equipment manufacturers, engine or equipment distributors, engine or equipment dealers, nor any other person or entity, has any authority to make any representation or promise on behalf of Zenith Power Products or to modify the terms or limitations of this warranty in any way.

**DISCLAIMER OF IMPLIED WARRANTIES:**

THIS IS THE ONLY WARRANTY WHICH ZPP MAKES FOR THE ENGINES PACKAGES. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED.

"THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

THIS WARRANTY IS ALSO IN LIEU OF ANY OTHER OBLIGATION, LIABILITY, RIGHT OR CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING ANY RIGHT IN STRICT LIABILITY IN TORT OR ANY RIGHT ARISING FROM NEGLIGENCE ON THE PART OF ZENITH, AND ZENITH'S LIABILITY ON SUCH CLAIMS SHALL IN NO CASE EXCEED THE PRICE OF THE PRODUCT.

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF WARRANTY, CONTRACT OR ALLEGED NEGLIGENCE, SHALL ZENITH BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR COST OF A REPLACEMENT."

\_\_\_\_\_  
ENGINE MODEL

\_\_\_\_\_  
ENGINE SERIAL NUMBER

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
TYPE OF EQUIPMENT

\_\_\_\_\_  
DELIVERY DATE

\_\_\_\_\_  
CUSTOMER CITY, STATE ZIP

\_\_\_\_\_  
MAKE / MODEL/VIN/SERIAL No.

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
MANUFACTURER'S NAME

**IMPORTANT NOTE:**

**All the above information must be completed before filing with Zenith Power Products to ensure warranty registration can be activated.**

**Please return the original signed document to:**

**ZENITH POWER PRODUCTS LLC**  
227 Oneida Dr  
Tomahawk, WI 54487  
**ATTN: CUSTOMER SERVICE DEPARTMENT**  
*Please make a copy for your file*

**IMPORTANT!**

**Please return this document to ZPP Customer Service Department within 10 (ten) working days after the equipment sale.**