### Section 2

# YANMAR WARRANTIES

	Page
YANMAR LIMITED WARRANTY	2-3
What is Covered by this Warranty?	2-3
How Long is the Warranty Period?	2-3
What the Engine Owner must Do:	2-3
To Locate an Authorized YANMAR Industrial Engine	
Dealer or Distributor:	
What YANMAR will Do:	
What is not Covered by this Warranty?	
Warranty Limitations:	
Warranty Modifications:	
Questions:	2-5
EMISSION SYSTEM WARRANTY	2-6
YANMAR CO., LTD. LIMITED EMISSION CONTROL	
SYSTEM WARRANTY - USA ONLY	2-6
Your Warranty Rights and Obligations:	2-6
Manufacturer's Warranty Period:	2-6
Warranty Coverage:	2-7
Warranted Parts:	2-7
Exclusions:	
Owner's Warranty Responsibilities:	
What the Emergency Stationary Type Engine Owner must D	o: 2-8

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#### YANMAR LIMITED WARRANTY

#### What is Covered by this Warranty?

YANMAR warrants to the original retail purchaser that a new YANMAR TNM and TNV series indirect injection engines will be free from defects in material and/or workmanship for the duration of the warranty period.

Note: YANMAR engines may be equipped with external components including, but not limited to: wiring harnesses, electrical devices, control panels, radiators, air filters, fuel filters, and/or exhaust systems that are supplied and/or installed by manufacturers other than YANMAR. For warranty information on such external components, please contact the machine or component manufacturer directly or see your authorized YANMAR dealer or distributor.

This warranty is provided in lieu of all other warranties, express or implied. YANMAR specifically disclaims any implied warranties of merchantability or fitness for a particular purpose, 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 expressed warranty.

#### **How Long is the Warranty Period?**

The YANMAR standard limited warranty period runs for a period of twenty-four (24) months or two-thousand (2000) engine operation hours, whichever occurs first. An extended limited warranty of thirty-six (36) months or three thousand (3000) engine operating hours, whichever occurs first, is provided for these specific parts only: the cylinder block, cylinder head, crankshaft forging, connecting rods, flywheel, flywheel housing, camshaft, timing gear, and gear case. The warranty period for both the standard limited warranty and the extended limited warranty (by duration or operation hours) begins on the date of delivery to the original retail purchaser and is valid only until the applicable warranted duration has passed or the operation hours are exceeded, whichever comes first.

#### What the Engine Owner must Do:

If you believe your YANMAR engine has experienced a failure due to a defect in material and/or workmanship, you must contact an authorized YANMAR industrial engine dealer or distributor within thirty (30) days of discovering the failure. You must provide proof of ownership of the engine, proof of the date of the engine purchase and delivery, and documentation of the engine operation hours. Acceptable forms of proof of delivery date include, but are not limited to: the original warranty registration or sales receipts or other documents maintained in the ordinary course of business by YANMAR dealers and/or distributors, indicating the date of delivery of the YANMAR product to the original retail purchaser. This information is necessary to establish whether the YANMAR product is still within the warranty period. Thus, YANMAR strongly recommends you register your engine as soon as possible after purchase in order to facilitate any future warranty matters.

You are responsible for the transportation of the engine to and from the repair location as designated by YANMAR.

YANMAR Limited Warranty - continued

#### To Locate an Authorized YANMAR Industrial Engine Dealer or Distributor:

You can locate your nearest authorized YANMAR industrial engine dealer or distributor by visiting the YANMAR website at:

https://www.yanmar.com/global/ (The English language page will be displayed.)

- "Click" on "Dealer Locator" in the website heading to view the "Dealer Locator" menu.
- Choose the Country from the pull down menu.
- Choose the Product Category from the pull down menu.
- "Click" on "Search" to browse YANMAR dealer or distributor.

You may also contact YANMAR by clicking on "Contact" icon in the website heading and typing in your question or comment.

#### What YANMAR will Do:

YANMAR warrants to the original retail purchaser of a new YANMAR engine that YANMAR will make such repairs and/or replacements at YANMAR's option, of any parts(s) of the YANMAR product covered by this warranty found to be defective in material and/or workmanship. Such repairs and/or replacements will be made at a location designated by YANMAR at no cost to the purchaser for parts or labor.

#### What is not Covered by this Warranty?

This warranty does not cover parts affected by or damaged by any reason other than defective materials or workmanship including, but not limited to, accident, misuse, abuse, "Acts of God", neglect, improper installation, improper maintenance, improper storage, the use of unsuitable attachments or parts, the use of contaminated fuels, the use of fuels, oils, lubricants, or fluids other than those recommended in your YANMAR Operation Manual, unauthorized alterations or modifications, ordinary wear and tear, and rust or corrosion. This warranty does not cover the cost of parts and/or labor required to perform normal/scheduled maintenance on your YANMAR engine. This warranty does not cover consumable parts such as, but not limited to, filters, belts, hoses, fuel injector nozzles, lubricants and cleaning fluids. This warranty does not cover the cost of shipping the product to or from the warranty repair facility.



#### YANMAR Limited Warranty - continued

#### **Warranty Limitations:**

The foregoing is YANMAR's only obligation to you and your exclusive remedy for breach of warranty. Failure to follow the requirements for submitting a claim under this warranty may result in a waiver of all claims for damages and other relief. In no event shall YANMAR or any authorized industrial engine dealer or distributor be liable for incidental, special or consequential damages. Such consequential damages may include, but not be limited to, loss of revenue, loan payments, cost of rental of substitute equipment, insurance coverage, storage, lodging, transportation, fuel, mileage, and telephone costs. The limitations in this warranty apply regardless of whether your claims are based on breach of contract, tort (including negligence and strict liability) or any other theory. Any action arising hereunder must be brought within one (1) year after the cause of action accrues or it shall be barred. Some states and countries do not allow certain limitations on warranties or for breach of warranties. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country. Limitations set forth in this paragraph shall not apply to the extent that they are prohibited by law.

#### **Warranty Modifications:**

Except as modified in writing and signed by the parties, this warranty is and shall remain the complete and exclusive agreement between the parties with respect to warranties, superseding all prior agreements, written and oral, and all other communications between the parties relating to warranties. No person or entity is authorized to give any other warranty or to assume any other obligation on behalf of YANMAR, either orally or in writing.

#### Questions:

If you have any questions or concerns regarding this warranty, please call or write to the nearest authorized YANMAR industrial engine dealer/distributor or other authorized facility.

#### **EMISSION SYSTEM WARRANTY**

## YANMAR POWER TECHNOLOGY CO., LTD. LIMITED EMISSION CONTROL SYSTEM WARRANTY - USA ONLY

#### Your Warranty Rights and Obligations:

#### ■ California

The California Air Resources Board (CARB), the Environmental Protection Agency (EPA) and YANMAR POWER TECHNOLOGY CO., LTD. hereafter referred to as YANMAR, are pleased to explain the **emission control system warranty** on your industrial compression-ignition engine. In California, 2013 MY and subsequent model years off-road compression-ignition engines must be designed, built and equipped to meet the state's stringent anti-smog standards. In all states, 1998 and later non-road compression-ignition engines must be designed, built and equipped to meet the United States EPA emissions standards. YANMAR warrants the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine.

Your emission control system may include parts such as the fuel injection system, Electronic Control Unit, Exhaust Gas Recirculation (EGR) system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, YANMAR will repair your non-road compression-ignition engine at no charge to you including diagnosis, parts and labor.

#### **Manufacturer's Warranty Period:**

The model year 1998 or later certified and labeled non-road compression-ignition engines are warranted for the periods listed below. If any emission-related part on your engine is found to be defective during the applicable warranty period, the part will be replaced by YANMAR.

If your engine is certified as	And its maximum power is	And its rated speed is	Then its warranty period is
Variable speed or constant speed	kW < 19	Any speed	1,500 hours or two (2) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of two (2) years.
Constant speed	19 ≤ kW < 37	3,000 rpm or higher	1,500 hours or two (2) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of two (2) years.
Constant speed	19 ≤ kW < 37	Less than 3,000 rpm	3,000 hours or five (5) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of five (5) years.
Variable speed	19 ≤ kW < 37	Any speed	3,000 hours or five (5) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of five (5) years.
Variable speed or constant speed	kW≥37	Any speed	3,000 hours or five (5) years whichever comes first. In the absence of a device to measure the hours of use, the engine has a warranty period of five (5) years.

#### Limited Emission Control System Warranty - USA Only - continued

#### Warranty Coverage:

This warranty is transferable to each subsequent purchaser for the duration of the warranty period. YANMAR recommends that repair or replacement of any warranted part will be performed at an authorized YANMAR dealer.

Warranted parts not scheduled for replacement as required maintenance in the operation manual shall be warranted for the warranty period. Warranted parts scheduled for replacement as required maintenance in the operation manual are warranted for the period of time prior to the first scheduled replacement. Any part repaired or replaced under warranty shall be warranted for the remaining warranty period.

During the warranty period, YANMAR is liable for damages to other engine components caused by the failure of any warranted part during the warranty period.

Any replacement part which is functionally identical to the original equipment part in all respects may be used in the maintenance or repair of your engine, and shall not reduce YANMAR's warranty obligations. Add-on or modified parts that are not exempted may not be used. The use of any non-exempted add-on or modified parts shall be grounds for disallowing a warranty.

#### **Warranted Parts:**

This warranty covers engine components that are a part of the emission control system of the engine as delivered by YANMAR to the original retail purchaser. Such components may include the following:

- Fuel injection system
- Electronic control system
- Cold start enrichment system
- · Intake manifold
- Turbocharger systems
- Exhaust manifold
- EGR system
- Positive crankcase ventilation system
- · Hoses, belts, connectors and assemblies associated with emission control systems

Since emissions-related parts may vary slightly between models, certain models may not contain all of these parts and other models may contain the functional equivalents.

#### Limited Emission Control System Warranty - USA Only - continued

#### **Exclusions:**

Failures other than those arising from defects in material and/or workmanship are not covered by this warranty. The warranty does not extend to the following: malfunctions caused by abuse, misuse, improper adjustment, modification, alteration, tampering, disconnection, improper or inadequate maintenance or use of non-recommended fuels and lubricating oils; accident-caused damage, and replacement of expendable items made in connection with scheduled maintenance. YANMAR disclaims any responsibility for incidental or consequential damages such as loss of time, inconvenience, loss of use of equipment/engine or commercial loss.

#### **Owner's Warranty Responsibilities:**

As the engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. YANMAR recommends that you retain all documentation, including receipts, covering maintenance on your non-road compression-ignition engine, but YANMAR cannot deny warranty solely for the lack of receipts, or for your failure to ensure the performance of all scheduled maintenance.

YANMAR may deny your warranty coverage of your non-road compression-ignition engine if a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

Your engine is designed to operate on diesel fuel only. Use of any other fuel may result in your engine no longer operating in compliance with applicable emissions requirements.

You are responsible for initiating the warranty process. You are responsible for presenting your engine to an authorized YANMAR dealer or distributor as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible. If you have any questions regarding your warranty rights and responsibilities, or would like information on the nearest YANMAR dealer or authorized service center, you should contact YANMAR America Corporation.

Website: https://www.yanmar.com E-mail: CS\_support@yanmar.com

Toll free telephone number: 1-800-872-2867, 1-855-416-7091

#### What the Emergency Stationary Type Engine Owner must Do:

The engines for emergency stationary type generators certified by Federal Law (40 CFR Part60) are limited to emergency use only, and the operation for maintenance checks and verification test for functions is required. The total operating hours for maintenance and verification test for functions should not exceed 100 hours per year. However, there is no limitation on the operating hours for emergency use. Keep a log of the number of hours the engine is operated for both emergency use and non-emergency use. Also, note the reason for the operation.

