

Interstate-McBee, LLC LIMITED Extended Warranty

- Engine Parts – U.S.A. & Canada

COVERAGE

Diesel Engine

New engine parts furnished by Interstate-McBee are warranted to be free from defects in material and workmanship under normal use and service for a period of twenty-four (24) months from the date of installation, without mileage or hour limitation. This warranty applies to all owners in the chain of distribution, i.e. distributor, dealer, original owner, until the end of the respective periods of coverage and shall not apply to subsequent owners-

Natural Gas or Methane Engine and Prime Power Generation

New engine parts furnished by Interstate-McBee are warranted to be free from defects in material and workmanship under normal use and service, for a period of twelve (12) months from the date of installation. This warranty applies to all owners in the chain of distribution, i.e. distributor, dealer, original owner, until the end of the respective periods of coverage and shall not apply to subsequent owners.

Castings

Cylinder head and cylinder block castings are warranted for 12 months from date of installation; part replacement only, no progressive damage, no labor.

Fuel Injection parts are covered under a separate warranty titled "Interstate-McBee, LLC LIMITED General Products warranty." This warranty does not apply to parts provided by Interstate-McBee on a no-charge basis. In no event shall this warranty extend beyond thirty (30) months from date of sale or manufacture.

INTERSTATE-MCBEE RESPONSIBILITIES

Interstate-McBee will pay only for parts and labor needed to repair damages directly resulting from an above defined warranty failure to the functional condition existing immediately prior to the failure, including progressive damage to the engine in which the warrantable part was installed, provided Interstate-McBee's inspection of said failed part or parts discloses to our satisfaction to have been defective. Labor cost will be paid in accordance with published labor rates, but not to exceed reasonable flat rates times nor Interstate McBee's standard hourly rate. No overtime or holiday rates will be allowed. Only new or rebuilt Interstate-McBee or Interstate-McBee approved parts will be used in making the repair.

OWNER'S RESPONSIBILITIES

Owner is responsible for the operation and maintenance of the engine as specified in the APPLICABLE O.E.M. OPEARATION AND MAINTENANCE MANUALS. Owner must give notice within (30) days of any suspected failure and before expiration of applicable warranty to be considered warrantable. Owner will provide alleged defective and associated parts for examination by Interstate-McBee and, if requested, return same F.O.B. Cleveland, Ohio. Interstate-McBee further reserves the right to examine any engine subject to a claim under this warranty. Approved warranty work is to be performed by an authorized Interstate-McBee Distributor or Dealer or other Interstate-McBee approved facility. Owner is responsible for all costs, including, but not limited to, repairs made to items other than the engine in which the parts are installed, "downtime" expenses and all business costs and losses resulting from a warrantable failure. OWNER MUST GET AUTHORIZATION FROM INTERSTATE-MCBEE'S WARRANTY ADMINISTRATOR (ALONG WITH A RETURN MATERIAL AUTHORIZATION FORM) PRIOR TO FILING A WARRANTY CLAIM WITHIN SAID WARRANTY PERIOD

WARRANTY LIMITATIONS

Interstate-McBee is not responsible for failure resulting from owner or operator abuse or neglect, such as, but not limited to: operation without adequate coolant, fuel or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, coolant or air intake systems; improper storage, starting, warm-up, run-in or shut down practices. Interstate-McBee is not responsible for failures resulting from improper repair or installation, for parts that have been altered or for parts not approved by Interstate-McBee. This warranty does not apply to parts furnished on a no charge basis. Interstate-McBee does not warrant parts supplied by Interstate-McBee which bear the name and or trademark of another company. These parts are warranted by their manufacturers and not by Interstate-McBee. In no event shall this warranty extend beyond (30) months from the date of sale. THERE ARE NO WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, FOR THE PARTS NAMED HEREIN BEFORE, MADE BY INTERSTATE-MCBEE OTHER THAN SET FORTH HEREIN. We neither assume nor authorize any other persons to assume for us any other liability in connection with our products. INTERSTATE-MCBEE SHALL NOT BE RESPONSIBLE FOR ANY OTHER CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES. Further, in no event shall Intestate-McBee bear any responsibility for any damages, which exceed the then available aggregate coverage provided under the terms and conditions of its product liability policy. Fuel Injection parts are covered under a separate warranty titled "Interstate-McBee, LLC LIMITED General Products warranty."

This warranty for the U.S.A. & Canada shall be interpreted, governed and enforced in accordance with the laws of the State of Ohio, U.S.A. (For products not covered herein, see Interstate-McBee's General Product Warranty.) Any actions or proceedings relating to this warranty must be filed or commenced within three (3) months of the alleged breach. If any of these warranty provisions or portions thereof prohibited by law or by any court of competent jurisdiction, in any locality, its invalidity or unenforceability shall not affect the validity or enforceability of any other warranty provisions or portions thereof. This warranty applies to parts sold by Interstate-McBee on or after August 2007.

INTERSTATE-MCBEE L.L.C, 4901 LAKESIDE AVENUE, CLEVELAND, OHIO 44114-3996

Rev.: Date: Policy No.: Approved By:
D 10/18/07 Q-POL-82-0159 J. A. Jones