

MHI-L MARINE ENGINE LIMITED WARRANTY SA, SB, SR, SU

MARINE ENGINE LIMITED WARRANTY

Mitsubishi Engine North America, Inc. (MENA) warrants to the first user-purchaser (Owner) that each new SA, SB, SR, SU Series Marine Engine marketed by MENA as a separate power source and used in Marine applications in North America, under normal use and maintenance, shall be free from defects in materials or workmanship for the period described in this schedule:

WARRANTY PERIOD AND ADJUSTMENT SCHEDULE

COMMERCIAL MARINE

	WARRANTY PERIOD		WARRANTY ADJUSTMENT	
	Months*	Engine Hours*	Parts	Repair Labor
Commercial Marine Engine Instrument Gauges Optional Accessories Major Component Warranty	0-12 0-6 0-12 13-36	No Limit 0-2000 0-2000 0-10800	100 Percent 100 Percent 100 Percent 100 Percent	100 Percent 100 Percent 100 Percent None

^{*} Warranty period limited by whichever interval occurs first.

PLEASURE MARINE

	WARRANTY PERIOD		WARRANTY ADJUSTMENT	
	Months*	Engine Hours*	Parts	Repair Labor
Pleasure Marine Engine Instrument Gauges Optional Accessories Major Component	0-24 0-6 0-12 25-36	0-2000 0-2000 0-2000 0-6000	100 Percent 100 Percent 100 Percent 100 Percent	100 Percent 100 Percent 100 Percent None

^{*} Warranty period limited by whichever interval occurs first.

APPLICATION DEFINITION AND WARRANTY STARTING DATE

SA, SB, SR, SU Series Commercial Marine Engine applications are defined as MENA supplied Marine Engines used in for-profit applications including propulsion and marine generators. SA, SB, SR and SU Pleasure Marine Engine applications are defined as MENA supplied Marine Engines used in not-for-profit applications including propulsion and marine generators. The Marine Engine warranty and warranty coverage on optional accessories and instruments supplied by MENA with the new engine begins on the date the start-up form is filled out and submitted to MENA with a restriction that the warranty terminates 18 months after date of delivery to the first user. If there is no start-up form submitted, then the warranty will start from the invoice date to the Distributor.

MARINE ENGINE AND MAJOR COMPONENTS

Marine 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 Marine Engine Limited Warranty applies only to components supplied by MENA. Major Components consist of the crankshaft, crankcase and connecting rods and exclude connecting rod bearings and bushings, crankshaft main bearings and camshaft bushings.

WARRANTY ADJUSTMENTS

Marine Engine and Major Component warranty adjustments are provided through MENA Authorized Engine Distributors. During the warranty period, MENA will provide at its option, a new or remanufactured replacement or repaired part for any part found to be defective.

Repair labor provided under the Marine Engine Limited Warranty includes labor expenses necessary to complete a warranted repair, including # labor incurred for engine removal and reinstallation when necessary to perform a warranted repair. Labor expenses will be reimbursed according to MENA's flat rate schedules and at regular daytime labor rates. MENA will reimburse travel expenses for a MENA Engine Distributor Mechanic when travel is necessary to complete a warranted repair including lodging, meals, and mileage to the nearest readily accessible dock in North America; however, round trip mileage is limited to 400 miles per warranted repair.

MENA's responsibility during the Major Component Warranty is limited to repair or replacement of the defective crankshaft, crankcase or connecting rod, and replacement of a crankshaft, crankcase or connecting rod damaged by one of these parts. MENA shall not be responsible for labor costs incurred for repairs covered under the Major Component Warranty.

Reasonable Labor (as defined by MENA)

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 maintaining the Industrial Engine according to recommendations contained in the Marine Engine Operation and Maintenance Manual. 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, meals, lodging, and transportation to remote sites, premium transportation expenses and all towing, docking and harbor costs. During the Major Component Warranty, the Owner is responsible for all parts and labor costs except for the crankshaft, crankcase or connecting rod supplied under the terms of the Major Component Warranty.

WARRANTY LIMITATIONS

These operational practices damage the engine and any failures resulting from failure to observe these operational practices are not covered by this warranty: operating the engine at fuel rates higher than established by MENA; over-speeding; 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, shut-down or run-in practices; and/or other practices which damage the engine.

MENA is not 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.

MENA shall not be liable for claims attributable to the following: replacement of a complete assembly instead of repairing the assembly unless the 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 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, damaged 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 Marine Engines and, with respect to Commercial Marine Engines, this warranty is in lieu of all other warranties, expressed, implied or statutory, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. As to Pleasure Marine Engines, any implied warranty granted under state law is limited in duration to the express warranty granted hereunder. Thereafter, all warranties, expressed, implied or statutory, including this warranty and any warranty of merchantability or fitness for a particular purpose is disclaimed.

In no event shall MENA be liable for direct, indirect, special, incidental or consequential damages, including loss of business profits. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.



MITSUBISHI ENGINE NORTH AMERICA, INC. 1250 GREENBRIAR DRIVE ADDISON, IL 60101-1065 TELEPHONE: (630) 268-0750

FAX: (630) 268-9293

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