

# DEUTZ Limited Warranty Statement

## DEUTZ Engine, DEUTZ Xchange® Engine, Genuine DEUTZ Part or Genuine DEUTZ Xchange® Part

1. DEUTZ Corporation ("DC") warrants to the original retail customer that each new DEUTZ engine or genuine DEUTZ Xchange® engine ("Engine") or genuine new DEUTZ spare or replacement part or DEUTZ Xchange® part ("Part") supplied by DC or an authorized distributor of DC, purchased by the original retail customer and properly installed in an application, will be free from defects in material and workmanship under normal use and service. If, during the warranty period following the delivery of the Engine or Part, it is shown there is a defect in material or workmanship caused solely by failure of DC's manufacturer (DEUTZ AG) to meet such standards, and customer has notified DC in writing of such defect within that period, DC shall repair or replace, at DC's cost and option, such defective Engine or Part. Such repair or replacement will be made without charge to the customer at customer's premises or, at the option of DC, at such other location as DC may designate. Any Engine or Part that is replaced shall become the property of DC. Any repaired or replaced Engine or Part shall be warranted until the expiration of the original warranty period. DC's warranty obligation is expressly conditioned upon the customer fulfilling all obligations pursuant to customer's purchase order, including, without limitation, all payment obligations.

2. **ENGINES (NEW OR DEUTZ Xchange®):** Warranty coverage is provided for the DEUTZ engine series listed below:

Warranty Period	Operating Hours	Warranty Coverage
12 Months	Unlimited	All Components
24 Months	1008, 1008F	1000h
	511, 909, 1011, 1011F, 2010, 2011	2000h
	2008, 2009	2000h
	1012, 2012, 1013, 2013,	3000h
	910, 912, 913, 914	3000h
	913 and 914 gas engines	4000h
36 Months	413, 513, 1015, 2015, 2015 gas engine	5000h
	1008, 1008F	1500h
	511, 909, 1011, 1011F, 2010, 2011	3000h
	2008, 2009	3000h
	1012, 2012, 1013, 2013	4500h
	910, 912, 913, 914	4500h
913 and 914 gas engines	4500h	
413, 513, 1015, 2015, 2015 gas engine	7500h	Main engine components, crankcase, crankshaft, camshaft, connecting rods, cylinder head casting

The Engine warranty will commence at the date of sale to the original retail customer, or one year from the date of manufacture, whichever occurs first.

3. **PARTS:** Warranty coverage is provided for each new genuine DEUTZ Part or DEUTZ Xchange® Part for a period of 12 months from the date of sale to the original retail customer.

4. This warranty does not cover the following: (i) wear and tear or contaminants; (ii) exposure, corrosion or prolonged or improper storage; (iii) normal maintenance service or the replacement or repair of parts required to

be replaced or repaired in the course of normal maintenance service; (iv) improper installation, use, fuels, lubricants, operation, maintenance, transportation or packing; (v) misuse, alteration, negligence and accidents; (vi) chemical or electrical action; and (vii) unauthorized repairs.

5. This warranty does not cover any components supplied by DC manufactured by someone other than DEUTZ AG, such as components obtained by DC from its suppliers (other than DEUTZ AG), and DC makes no warranty whatsoever with respect to such components. Such components will be covered only by the warranties, if any, as may be issued by such suppliers themselves, which warranties will be made available to customer upon request. This warranty does not cover any components added by DC's customers before reselling it to the end-customer, and DC makes no warranty whatsoever with respect to such components.

6. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. DC's total aggregate liability with respect to any defective Engine or Part shall not exceed the amount paid by the customer for such Engine or Part and customer agrees to release, defend, indemnify and hold DC harmless from and against any and all further liability in excess thereof arising in any manner from any alleged defective Engine or Part. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited. The laws of the State of Georgia shall govern this warranty.

7. UNDER NO CIRCUMSTANCES WILL THE CUSTOMER BE ENTITLED TO RECISSION OR TO A REDUCTION IN THE PURCHASE PRICE. CUSTOMER WAIVES ANY AND ALL CLAIM FOR LOSS OF TIME, REPLACEMENT POWER, INCREASED COST, INCONVENIENCE, LOSS OF USE OR PROFIT, LOSS OF GOODWILL, COST OF CAPITAL, COST OF RENTALS OR ANY OTHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

8. THIS WARRANTY AND THE DEUTZ EMISSION WARRANTIES FOR EPA-APPROVED DEUTZ ENGINES AND GENUINE DEUTZ PARTS INSTALLED IN SUCH ENGINES ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF DC AND DEUTZ AG WITH RESPECT TO DEUTZ ENGINES AND GENUINE DEUTZ PARTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NEITHER DC NOR DEUTZ AG ASSUME, NOR AUTHORIZE ANY DISTRIBUTOR OR OTHER PERSON TO ASSUME, ON THEIR BEHALF, ANY OTHER OBLIGATION OR LIABILITY.

9. For details of the DEUTZ warranty contact:

DEUTZ Corporation  
Warranty Department  
3883 Steve Reynolds Blvd  
Norcross GA 30093 USA  
Phone: 770-564-7100  
www.deutzamericas.com

Revised: April 1, 2009