

INTERSTATE-McBEE WARRANTY

DIESEL ENGINE PARTS (OTHER THAN FUEL INJECTION)

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, with the exception of new cylinder heads which are warranted for twelve (12) months from the date of installation, without mileage or hour limitation, but total warranty period shall not exceed thirty-six (36) months from date of Interstate-McBee invoice. 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. NOTE: This warranty does not cover fuel injectors or fuel injection parts – for fuel injection, refer to Interstate-McBee's Fuel Injection Warranty below.

NATURAL GAS OR MATHANE 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 twenty four (24) months from the date of installation with the exception of valve train components which are warranted for twelve (12) months from the date of installation, but total warranty period shall not exceed thirty-six (36) months (24 months for valve train components) from date of Interstate-McBee invoice. 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.

INTERSTATE-MCBEE RESPONSIBILITIES

Provided the claim procedures are followed as per instructions at www.interstate-mcbee and Interstate-McBee determines, after inspection of the suspect part that a warranty failure has occurred, the following is the maximum responsibility of Interstate-McBee. All warrantable claims will be settled by credit to the account of the originally invoiced distributor. No cash refunds will be allowed. All returned parts become the property of Interstate-McBee. This warranty is limited to restoring the engine to its functional condition existing immediately prior to the failure including progressive damage caused by the failed part to the engine.

Parts

- Any parts needed to repair the damage, other than parts supplied by Interstate-McBee, must be agreed to and approved by Interstate-McBee in advance
- o Interstate-McBee will choose to one of the following:
 - 1. Provide parts needed to repair damages, directly resulting from any warranty failure defined above including progressive damage to the engine caused by or direct result of the failed part
 - 2. Reimburse cost for parts needed to repair warrantable failure

Maintenance Items

 Interstate-McBee will reimburse our invoiced customer for fluids and filters that are not reusable, needed to repair damages directly resulting from part failure, but must be agreed to in advance by Interstate-McBee

Labor

 Interstate-McBee will reimburse for labor not to exceed published flat rates at Interstate-McBee's hourly rate of \$50. No overtime or holiday rates will be allowed



OWNER'S REPONSIBILITIES

Owner is responsible to properly operate and maintain the engine as specified in the APPLICABLE O.E.M. OPERATION AND MAINTENANCE MANUALS. Owner must give notice to the Interstate-McBee customer from whom the parts were purchased 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 freight pre-paid to Cleveland, Ohio. Additionally, a complete Electronic Control Module (ECM) report must accompany the claim. 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. Copies of all work orders and invoices for repairs to the engine must accompany the claim. 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.

Questions or appeals regarding the outcome of the warranty review must be submitted in writing within 10 days of receiving claim disposition. After claim disposition has been communicated to the customer, parts will be held for 15 days and then scrapped. If customer would like the parts returned, this must be indicated on the warranty claim form submitted with the original claim including shipping instructions. Freight on returned parts will be shipped freight collect.

ALL CLAIMS MUST BE FILED ONLINE AT WWW.INTERSTATE-MCBEE.COM

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; over fueling; over speeding; 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 in a previous warranty or on a no charge basis. Interstate-McBee does not warrant parts supplied by Interstate-McBee which bear the name and trademark of another company. These parts are warranted by their manufacturers and not Interstate-McBee.

In no event shall this warranty extend beyond (36) months from the date of Interstate-McBee invoice. 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.

Interstate-McBee will not pay for any expense related to obtaining 3rd party parts, including OEM parts unless authorized in writing by Interstate-McBee.

This warranty 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 Fuel Injection Warranty below.) 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.



INTERSTATE-MCBEE FUEL INJECTION WARRANTY

The fuel injector assemblies and fuel injection 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 (unlimited miles and hours), from date of first installation in an engine. 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.

This warranty does not apply to parts provided by Interstate Interstate-McBee on a no-charge basis. In no event shall this warranty extend beyond twenty four (24) months from date of sale or manufacture.

INTERSTATE-MCBEE RESPONSIBILITIES

The obligation of Interstate-McBee under this warranty, statutory or otherwise, is limited to the replacement or repair of Interstate-McBee parts which our inspection discloses to our satisfaction to have been defective. Repair will be performed at our factory in Cleveland, OH or other Interstate-McBee approved facility. Proof of purchase is required. No other costs or claims are covered under this warranty for fuel injector assemblies or fuel injection parts including progressive damage and labor.

OWNER'S REPONSIBILITIES

Owner is responsible for the operation and maintenance of the engine as specified in the APPLICABLE O.E.M. OPERATION 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. 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. Copies of all work orders and invoices for repairs to the engine must accompany the claim. Additionally, on electronically controlled engines a complete Electronic Control Module (ECM) report (Extraction, Download) must also accompany the claim.

ALL CLAIMS MUST BE FILED ONLINE AT WWW.INTERSTATE-MCBEE.COM

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; over-speeding; lack of maintenance of lubricating system, coolant or air intake systems; improper storage, or starting. 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 previous warranty or 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 (twenty four (24) 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.

This warranty shall be interpreted, governed and enforced in accordance with the laws of the State of Ohio, U.S.A. (For products not covered herein (i.e. non-fuel injection engine parts), see Interstate-McBee's Engine parts warranty above). 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 is prohibited by law or by any court of competent jurisdiction, in any locality, its invalidity or unenforceability shall not affect the validity or the enforceability of any other warranty provisions or portions thereof.

The warranty is subject to change. Please visit <u>www.interstate-mcbee.com</u> for the latest version.