# 2017 EMISSION WARRANTIES BiFuel Kit

MS65050/00E

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Contents 1

## Contents

Page		
2	GENERAL EMISSION WARRANTY INFORMATION	l
2	MANUFACTURER'S EMISSION WARRANTY COVERAGE	2
2	OWNER'S WARRANTY RESPONSIBILITIES	3
3	EMISSION WARRANTY EXCLUSIONS	ı
	EMISSION WARRANTED PARTS	5
3	ADITTIONAL QUESTIONS	5

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### California Emission Control Warranty Statement

# YOUR WARRANTY RIGHTS AND OBLIGATIONS

#### 1 GENERAL EMISSION WARRANTY INFORMATION

The California Air Resources Board (CARB) and MTU Friedrichshafen GmbH (MTU), a company with limited liability under the laws of Germany, are pleased to explain the emission control system warranty on your 2017 or later alternative fuel conversion system for heavyduty off-road diesel engines. In California, such new alternative fuel conversion systems must be designed and manufactured to meet California's emission regulations. MTU must warrant the emission control system on your alternative fuel conversion system for the period of time as listed below provided there has been no abuse, neglect or improper maintenance of your equipment.

Where an emission-warrantable condition under applicable emission regulations of the state of California exists, MTU will repair your alternative fuel conversion system at no cost to you, including diagnosis, parts and labor as stated below.

PLEASE NOTE THAT THIS EMISSION WARRANTY IS ONLY VALID IF AND TO THE EXTENT THAT THE ALTERNATIVE FUEL CONVERSION SYSTEM IS OPERATED IN THE STATE OF CALIFORNIA.

#### 2 MANUFACTURER'S EMISSION WARRANTY COVERAGE

As the manufacturer of the alternative fuel conversion systems, MTU – for the period of time as stated below – warrants to the person having the system installed to the engine and each subsequent owner that it is designed and manufactured to conform with the applicable emission regulations of the state of California and that its emission-related parts are free from defects in materials and workmanship which cause the alternative fuel conversion system to fail to conform with the applicable emission requirements or cause damage to any emission-related part on the converted engine/equipment (emission warranty).

These 2017 and later alternative fuel conversion systems are emission-warranted for a period of 5 years from the date the respective alternative fuel conversion system was placed into service or 3.000 operating hours, whichever occurs first. If any emission-related part on your alternative fuel conversion system is defective or causes damage to any emission-related part on the converted engine/equipment, such defective emission-related part of the alternative fuel conversion system and/or of the converted engine/equipment will be repaired or replaced by MTU, as it elects, if and to the extent that the applicable emission regulations of the state of California provide such an emission warranty. Any warranted part which is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part. If replaced or repaired under warranty prior to the first scheduled replacement of that part, the new or repaired parts shall be warranted for the time remaining to the first scheduled replacement.

Any warranted parts scheduled only for the regular inspection in the written instructions is warranted for the warranty period defined in the above section. Any statement in the written instruction to repair or replace as necessary shall not reduce the warranty coverage. Any such part, repaired or replaced, under the warranty shall also be warranted for the remaining warranty period.

Any replacement part may be used in the performance of any maintenance or repairs. However, the manufacturer is not responsible and cannot be held liable for non-manufacturer parts

#### 3 OWNER'S WARRANTY RESPONSIBILITIES

- As the owner of an alternative fuel conversion system, you are responsible for the performance of the required maintenance listed in your Owner's Manual and Maintenance Book. MTU recommends that you retain all receipts covering maintenance on your alternative fuel conversion system, but MTU cannot deny emission-warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- As the owner of an alternative fuel conversion system, you should however be aware that MTU may deny your emission-warranty
  coverage if your alternative fuel conversion systems or a part has failed due to abuse, neglect, improper maintenance or
  unapproved modifications.
- Your alternative fuel conversion systems is designed to operate on fuel specified in your Operator's Manual and Maintenance Book only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements.

You are responsible for initiating the emission-warranty process. CARB suggests that you present your alternative fuel conversion system to a MTU dealer or distributor as soon as a problem exists. The warranty repairs should be completed by the dealer or distributor as expeditiously as possible

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#### 4 EMISSION WARRANTY EXCLUSIONS

#### THIS EMISSION WARRANTY DOES NOT COVER:

- Defects on other parts than the emission-related parts of the alternative fuel conversion system as listed below (however, if such part caused damage to any emission-related part of the converted engine/equipment, the emission-related engine/equipment part is also covered by this emission warranty).
- The installer's emission warranty (please note that MTU's emission warranty is a manufacturer's warranty which is related to the hardware of the alternative fuel conversion systems; if a defect or other damages occur due to incorrect installation, MTU suggests that you contact the installer of your alternative fuel conversion system).
- Malfunctions in any part or defects caused by any of the following: misuse, improper installation, adjustment, modification, alteration, tampering, disconnection, improper or inadequate maintenance or use of fuels or lubricants not recommended for the system as described in the Operator's Manual, Installation Guide or any other product specification document provided by MTU.
- Damage resulting from accident, negligence, acts of God or other events beyond the control of MTU.
- Incidental or consequential damages such as loss of time, inconvenience, loss of use of the alternative fuel conversion system or the engine or the equipment powered by the engine, towing, down time, telephone, travel, lodging or any other indirect or direct damages (please note that this emission warranty only entitles for the repair or replacement of the defective emission-related part(s), including diagnosis, parts and labor; it does not cover any other damages or losses).
- The replacement of expendable maintenance items such as but not limited to filters, hoses, belts, oil, thermostat, and coolant made in connection with scheduled maintenance services once these parts have been replaced.
- This emission warranty for an alternative fuel conversion system does not affect and is unrelated to any other potential product warranty, if any

#### **5 EMISSION WARRANTED PARTS**

The following components of the alternative fuel conversion system are covered by this emission warranty. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart):

- Electronic Pressure Regulator
- Gas control/gas metering valves
- Gaseous Mixer
- Throttle flaps
- Exhaust Temperature Sensors
- Exhaust Pressure Sensor

- Oxygen Sensor
- Electronic Control Unit / Extended monitoring module
- Knock Module and Sensors
- Catalytic Converter

#### **6 ADITTIONAL QUESTIONS**

If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact MTU Service-Desk at 1-248-560-8200 or the California Air Resources Board at: State of California Air Resources Board/Mobile Source Operations Division/9528 Telstar Ave./El Monte, California 91731. Please note: The emission control system warranty only applies to alternative fuel conversion systems that are covered by an Executive Order according to the provisions of California Air Resources Board (CARB).

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