



Emission Warranties

MS65058/01E

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1 Federal Emission Control Warranty Statement

1.1 Emission Warranty

This Federal Emission Control Warranty applies to all 2023 or later mtu spark-ignition, nonroad engines that are covered by a certificate of conformity according to United States Environmental Protection Agency (EPA) regulations.

Rolls-Royce Solutions GmbH and Rolls-Royce Solutions America Inc. (collectively "Rolls-Royce Solutions") warrants to the original and each subsequent owner of a certified mtu spark-ignition nonroad engine (herein "Engine"), that such Engine is:

- 1.) Designed, built and equipped so as to conform at the time of sale, with the applicable regulations adopted by the United States Environmental Protection Agency.
- 2.) Free from defects in materials and workmanship of specific emission-related components for the appropriate period of years or hours of operation (as specified below) after date of delivery to the initial owner.

ENGINE TYPE	ENGINE CATEGORY	WARRANTY PERIOD (whichever occurs first)
Large Nonroad Spark-Ignition Engines acc. to 40 CFR parts 60, 1048	constant speed	For exhaust emission controls: 50 % of the engine's useful life (in hours of operation) / 3 years*

* For high-cost warranted parts, the emission related warranty period for exhaust emission controls is 70 % of the engine's useful life (in hours of operation) or 5 years, whichever comes first. High-cost warranted parts. High-cost warranted parts means a component covered by the emission-related warranty with a replacement cost (at the time of certification) exceeding \$400 (in 1998 dollars.) Please contact Rolls-Royce Solutions America Inc., Warranty Department, 39525 MacKenzie Drive, Suite 100, Novi, MI 48377, Telephone 248-560-8000, if you have any questions about "High-cost warranted parts".

The warranty period begins when the Engine is placed into service. For Rolls-Royce Solutions this generally will be the date the Engine is delivered to the first retail purchaser or, if the Engine is first placed in service as dealer demonstrator prior to sale at retail, on the date the Engine is first placed in such service.

If an emission-related component fails during the warranty period, it will be repaired or replaced. Any such component repaired or replaced under warranty is warranted for the remainder of the warranty period.

During the term of this warranty Rolls-Royce Solutions will provide, through Rolls-Royce Solutions or other Rolls-Royce Solutions authorized facility, repair or replacement including reasonable diagnostic costs of any warranted part at no charge to the Engine owner.

1.1.1 Limitation and Responsibilities

The warranty is subject to the following conditions:

1.1.1.1 Rolls-Royce Solutions Responsibilities

During the Federal Emission Warranty period, if a defect in material or workmanship of an emission related part or component is found, Rolls-Royce Solutions will provide:

- 1.) New, remanufactured or repaired components, approved pursuant to EPA regulations, required to correct the defect. Parts replaced under this warranty become property of Rolls-Royce Solutions.
- 2.) Reasonable and customary labor during normal working hours, required to make the warranted repair. This includes labor to remove and install the engine if necessary.

1.1.1.2 Owner Responsibilities

If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact Rolls-Royce Solutions America Inc., Warranty Department, 39525 MacKenzie Drive, Suite 100, Novi, MI 48377, Telephone 248-560-8000.

During the Federal Emission Warranty period the owner is responsible for:

- A.) Costs to investigate conditions which are determined by Rolls-Royce Solutions in the exercise of its reasonable discretion to not be caused by a defect in Rolls-Royce Solutions material or workmanship.
- B.) Providing timely notice (within 30 days) of a warrantable failure and promptly making product available for repair
- C.) Proper maintenance as required in the Operator's Manual and the Maintenance Booklet at owner's expenses.

The emission-related warranty covers all components whose failure would increase an engine's emissions of any regulated pollutant, including components listed below, and components from any other system that is developed to control emissions.

- Air-induction system
- Fuel system
- Ignition system
- Exhaust gas recirculation systems
- Aftertreatment devices
- Crankcase ventilation valves
- Sensors
- Electronic control units
- Any other part whose primary purpose is to reduce emissions or whose failure would commonly increase emissions without significantly degrading Engine performance

The emission-related warranty does not cover components whose failure would not increase an engine's emissions of any regulated pollutant.

1.1.1.3 Exclusions and Limitations

This warranty does not cover:

- 1.) Any application or installation Rolls-Royce Solutions deems improper.
- 2.) Attachments, accessory items or parts not sold or approved by Rolls-Royce Solutions.
- 3.) Improper Engine maintenance, use, repair and/or Engine abuse.
- 4.) Conditions resulting from tampering, misuse, improper adjustment, alteration, accident, failure to use specified fuel or non-performance of maintenance services.
- 5.) Failures that are caused by accidents for which Rolls-Royce Solutions has no responsibility or for Force Majeure events.

This warranty is in addition to the Rolls-Royce Solutions standard warranty applicable to the relevant Engine. Remedies under this warranty are limited to the provisions of material and service as specified herein. This warranty only applies to Engines which are covered by a certificate of conformity issued in accordance with the applicable EPA regulations.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL ROLLS-ROYCE SOLUTIONS BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION TO DAMAGE TO THE ENGINE AND/OR PART, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF OWNERS.