

EMISSION CONTROL WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The **California Air Resources Board, U.S. EPA** and **Zenith Power Products LLC (ZPP)** are pleased to explain the **emission control system warranty** on your **2014 model year emission certified ZPP** engine. New off-road Large Spark-Ignition (LSI) engines must be designed, built and equipped to meet Federal and State stringent anti-smog standards. ZPP must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine.

Your emission control system may include parts such as the carburetor, regulator or fuel injection system, ignition system, engine computer unit (ECM), catalytic converter and air induction system. Also included may be sensors, hoses, belts, connectors and other emission-related assemblies. See below the complete Emissions Warranty Parts List.

Where a warrantable condition exists, ZPP will repair your LSI engine at no cost to you including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE

The warranty period begins on the date the engine or equipment is delivered to the ultimate purchaser. Operating hours will be determined by the Engine Control Module's (ECM's) internal hour meter. If any emission-related part on your engine is defective, the part will be repaired or replaced by ZPP.

Standard Emissions-Related Components

3 (three) years or 2,500 hours, whichever comes first, for standard emissions-related components. See "Standard Emissions Parts" list.

High-Cost Emissions-Related Components:

5 (five) years or 3,500 hours, whichever occurs first, for "high-cost" components. See "High-Cost Emissions Parts" list.

OWNER'S WARRANTY RESPONSIBILITIES:

- a) As the off-road LSI engine owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. ZPP recommends that you retain all receipts covering maintenance of your off-road engine, but ZPP cannot deny warranty solely for the lack of receipts or for failure to ensure the performance of all scheduled maintenance.
- b) As the off-road LSI engine owner, you should however be aware that ZPP may deny your warranty coverage if your off-road engine or a part has failed due to abuse, accidents, neglect, misuse, improper service or maintenance, wrong or contaminated fuel, use of any starting aid, improper cooling concentration or unapproved modifications.
- c) Your engine is designed to operate on unleaded gasoline, LPG or pipeline-quality natural gas only. Use of other fuels may result in your engine package no longer operating in compliance with EPA and CARB emissions requirements.
- d) You are responsible for initiating the warranty process. EPA and CARB suggest that you present your off-road LSI engine to ZPP or a ZPP-authorized agent as soon as any problem exists. The warranty repairs should be completed by ZPP or a ZPP-authorized agent as expeditiously as possible.

If you have any questions regarding your warranty rights or responsibilities, contact Zenith Power Products LLC at **1-276-645-8679**.

EMISSION CONTROL WARRANTY STATEMENT (continued)

ZPP's warranty on emissions-related parts is specified as follows:

- 1) Any part that is not scheduled for replacement as required maintenance in the Owner's Manual shall be warranted for the entire Emissions Control System (Emissions) Warranty Period. If any emissions-related part fails during the Emissions Warranty Period, it will be replaced by ZPP per subsection 4) below. Any emissions-related part repaired or replaced under the Emissions Warranty will be covered for the remainder of the Emissions Warranty Period.
- 2) Any warranted part that is scheduled only for inspection in the Owner's Manual during the Emissions Warranty Period is covered for the entire Emissions Warranty Period. Any inspected part that is repaired or replaced under this Emissions Warranty is covered until the end of the Emissions Warranty Period.
- 3) Any warranted part that is scheduled for replacement in the Owner's Manual is covered until the first replacement point for that part. If the emissions-related part fails prior to the first replacement point, it will be repaired or replaced per subsection 4) below. The repaired or replaced part will continue to be covered until the first replacement point.
- 4) Repair or replacement of any emissions-related part under this Emissions Warranty will be performed at a ZPP authorized service center at ZPP's expense.
- 5) The owner shall not make any modifications to the engine without ZPP's written consent. Unapproved changes shall void this Emissions Warranty and be sufficient basis for denying an Emissions Warranty claim.
- 6) Failure of unauthorized replacement parts shall not be covered by this Emissions Warranty.
- 7) Failure of authorized emission-related parts due to the use of unauthorized replacement parts shall not be covered by this Emissions Warranty.

EMISSION CONTROL WARRANTY STATEMENT (continued)

Standard Emissions Parts List

(1) Fuel Metering System

- Fuel injection system
- Air/fuel ratio feedback and control system
- Carburetor system (Mixer, regulator, and trim valve)

(2) Air Induction System

- Intake manifold
- Electronic throttle (416, 428, & 644 engines)

(3) Aftertreatment System

- Catalytic converter (416, 428, & 644 engines)
- Exhaust manifold

(4) Crankcase Ventilation Systems

- Continuous Crankcase Ventilation (CCV) systems (428, 644, & 6130 engines)
- PCV Valve (416 engine)
- Oil Filler Cap

(5) Ignition Control System

- Engine Control Module (ECM)
- Ignition coil or coil-pack

(6) Miscellaneous items Used in Above Systems

- Sensors used for electronic controls
- Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware

High-Cost Emissions Parts List

- Catalytic converter (only NA690, TA690, & TA6130 engines)
- Electronic throttle (only TA6130 engine)

IMPORTANT

Please return this document to ZPP Customer Service Department within 10 (ten) working days after the equipment sale.



ENGINE LIMITED WARRANTY

Zenith Power Products LLC (ZPP) warrants each new ZPP industrial engine as follows:

DEFINITION: As used in this warranty, "Engine Package (Assembly)" means a new ZPP Engine equipped with an emissions compliant fuel delivery system and exhaust after treatment device, sold by ZPP to an OEM manufacturer or delivered by an authorized ZPP engine Distributor ("Seller") to the original retail purchaser. The engine package application must be approved by ZPP and only those approved ZPP parts, fuel delivery system and exhaust after treatment device will be considered in this warranty. Other accessories supplied by ZPP such as: radiator, brackets, hoses, back ends, etc will follow the original warranty according to the part manufacturer. The emissions related warranty covers only components for certified engines whose failure would increase the engine emissions. The replacement or repair of other components not supplied by ZPP is the owner's responsibility.

WARRANTY: ZPP warrants to the original retail purchaser that the Seller, on behalf of ZPP, will, during the warranty period, repair or replace (at ZPP's option) any engine parts which are defective in factory-supplied materials and workmanship. Engines operating outside of North America are covered on a parts replacement basis only. ZPP prior approval is required for all warranty repairs.

WARRANTY PERIOD: The warranty period shall begin when the engine is delivered to the ultimate purchaser. Operating hours will be determined by the Engine Control Module's (ECM's) internal hour meter.

The engine warranty period will be as follows:

- 2 (two) years or 2,000 hours whichever occurs first, for industrial spark-ignited engines for non-road mobile applications.
- 1 (one) year or 2,500 hours whichever occurs first, for stationary and constant-speed mobile spark-ignited engines. For example: oil field, irrigation applications or generator sets.

CLAIMS: All claims under this warranty shall be made to Seller, who shall perform the repair, following the ZPP Warranty Policy Guidelines.

EXCLUSIONS:

- A. In no event shall ZPP be liable for loss of time, inconvenience, loss of use of the Engine package, damage to persons or property, or any other incidental or consequential damage. In no event shall the maximum liability of ZPP under this warranty exceed the purchaser's cost of the Engine.
- B. The obligation and liability under this warranty is limited to the repair or replacement, at the option of ZPP, of any engine parts, components, or the Engine Package. The warranty does not provide for any labor or travel expenditure associated with defective parts, components or Engine Package except where required by law.

ZPP ENGINE LIMITED WARRANTY (continued)

C. This warranty does not cover:

- 1) Any parts or accessories installed on the Engine package which were not manufactured or installed by ZPP (including, without limitation, manifolds, batteries, alternators or starters). Such parts and accessories may be covered by a warranty from the manufacturer of said item.
- 2) Any defect in the Engine package which was caused (in ZPP's sole judgment) by other than normal use and service or by any misuse, negligence, fuel contamination, overloading, accident, abuse, alternation, unsuitable storage, immersion or submersion, or use other than in accordance with the Engine's rated capacity and use.
- 3) Any adverse effect on the Engine package caused by repair by other than an authorized ZPP repair facility or with parts or supplies not manufactured or supplied by ZPP.
- 4) Any Engine whose serial number has been altered or removed or on which recommended maintenance and inspections have not been performed.
- 5) Normal maintenance and inspection, such as tune-up, tightening of nuts, bolts, screws, replacement of belts, etc.
- 6) Selection or installation of the Engine package for its intended use, if performed by someone other than the Seller.

DISCLAIMER OF IMPLIED WARRANTIES:

THIS IS THE ONLY WARRANTY WHICH ZPP MAKES FOR THE ENGINES PACKAGES. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED.

"THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

THIS WARRANTY IS ALSO IN LIEU OF ANY OTHER OBLIGATION, LIABILITY, RIGHT OR CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING ANY RIGHT IN STRICT LIABILITY IN TORT OR ANY RIGHT ARISING FROM NEGLIGENCE ON THE PART OF ZENITH, AND ZENITH'S LIABILITY ON SUCH CLAIMS SHALL IN NO CASE EXCEED THE PRICE OF THE PRODUCT..

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF WARRANTY, CONTRACT OR ALLEGED NEGLIGENCE, SHALL ZENITH BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR COST OF A REPLACEMENT."

ENGINE MODEL

ENGINE SERIAL NUMBER

DELIVERY DATE

DISTRIBUTOR NAME

CUSTOMER NAME

CUSTOMER CITY, STATE ZIP

CUSTOMER SIGNATURE

TYPE OF EQUIPMENT

MAKE / MODEL/VIN/SERIAL No.

MANUFACTURER'S NAME

IMPORTANT NOTE:

All the above information must be completed before filing with Zenith Power Products to ensure warranty registration can be activated.

Please return the original signed document to:

**ZENITH POWER PRODUCTS LLC
14570 INDUSTRIAL PARK ROAD, SUITE B
BRISTOL, VA 24202
ATTN: CUSTOMER SERVICE DEPARTMENT
Please make a copy for your file**