

Coverage Provided

Hartzell Engine Technologies LLC (“Hartzell”) warrants to the original retail purchaser (the “Purchaser”) that it will repair or replace defects in material or workmanship in the components of a product manufactured by Hartzell for a period or time in service specified in the chart below, whichever first occurs, from the date the product is first placed into service, subject to the other terms and conditions of this limited warranty.

PRODUCT	MODEL	NEW & REBUILT	OVERHAUL
Starters	E, X, M-Drive, Energizer (ES) ¹	36 months or 1000 operating hours ³	6 months or 250 operating hours ³
HET Alternators	All	36 months or 1000 operating hours ³	6 months or 250 operating hours ³
Heaters & Accessories ²	(IS) Series	36 months or 1000 operating hours ³	6 months or 250 operating hours ³
Turbocharger, Valves, Controllers & Wastegates	All	24 months or 1000 operating hours ³	
Fuel Pumps	200 & 201 Series	24 months or 1000 operating hours ³	6 months or 250 operating hours ³
Starters	MHB, MHJ, MZ, PM	12 months or 1000 operating hours ³	6 months or 250 operating hours ³
Parts	All	12 months or 1000 operating hours ³	

¹ Only E-Drive starters are warranted against kickbacks.

² Accessories include combustion air blower, fuel pump, fuel regulator, and duct switch

³ Whichever first occurs.

All of the products identified above are hereinafter referred to as the “Products,” and their components hereinafter referred to as “Components.”

Disclaimer or limitation of warranties: unless prohibited by applicable law, and except for the limited warranties set forth above, hartzell hereby disclaims any and all express and implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In the event disclaimer of implied warranties is not permitted under applicable law, such implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are limited in duration and in scope of coverage to the duration and scope of coverage of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so above limitation may not apply to you.

Terms and conditions of limited warranty coverage: in order to obtain coverage under hartzell's limited warranty, the purchaser must notify hartzell in writing of the warranty claim as soon as possible after obtaining knowledge of the potential claim, and in any event not later than ten (10) days following expiration of the limited warranty. Hartzell may withhold warranty repairs pending proof from purchaser of the date the product was placed into service, including a fully completed warranty registration card. Hartzell shall provide warranty repair or disposition instructions based on a written statement from the purchaser describing the alleged defect. All initial transportation and handling charges must be prepaid by the purchaser until warrantability is determined by hartzell, at which time hartzell may reimburse none, some, or all of these charges, at hartzell's discretion. In the event hartzell determines, at its sole discretion, that the product or component thereof is covered under the limited warranty, hartzell shall, at its election, either: (1) have the product or component repaired and returned to purchaser; (2) deliver to purchaser a replacement product or component; or (3) issue a credit in the amount of the actual price paid to hartzell by the distributor that purchased the product. Hartzell reserves the right to replace products or components with overhauled or re-designed products or components of substantially equivalent quality. All warranty repair work will be accomplished at hartzell's principal place of business, or a third-party location pre-approved in writing by hartzell. In the event hartzell determines that the alleged defect is not covered by the limited warranty, the product or component will be returned to purchaser, as is, transportation and handling charges collect.

The only remedies under this limited warranty are as set forth above. Any Product repaired, or replacement Product provided, shall retain the balance of the limited warranty provided for herein. This limited warranty is not transferable to any person or entity. This limited warranty does not extend to future performance of a Product.

What is not covered by this limited warranty

This limited warranty does not provide coverage for any of the following:

1. Normal maintenance and service; including, but not limited to, recommended periodic inspections or overhaul.
2. Consumable Products and Components, and Products and Components that have reached the end of their normal usable life (e.g. brush replacement).
3. Product components not manufactured by Hartzell, which components may or may not be covered under warranties made by the manufacturers of those components.
4. Products and Components not purchased through Hartzell or one of its authorized distributors, or any Products or Components purchased by way of auction, salvage, or repossession.
5. Conditions, damage, or issues caused by, in whole or in part, or in any way related to:
 - o Accident, misuse, theft, or negligence.
 - o Failure to comply with any instruction provided by Hartzell or its suppliers with respect to the use, operation, maintenance, or service of the Products.

- Alteration or modification of the Products or any Components.
- Acts of God or other environmental conditions.
- Use of the Products for purposes other than their normal use.
- Failure to seek and obtain warranty coverage in a timely manner.
- Deterioration or fading due to wear, exposure, or other cause, including but not limited to rust, cosmetic blemishes, and discoloration.
- Acts or omissions of any person or entity other than Hartzell.

Disclaimer of incidental and consequential damages: hartzell hereby disclaims any and all incidental, consequential, special, direct, and indirect damages arising out of or relating to the products, including but not limited to loss of use, inconvenience, lost profits, cover, rental replacements, costs and expenses of "troubleshooting," and transportation and delivery expenses not pre-approved in writing by hartzell. In no event shall hartzell's liability with respect to any product, whether under this limited warranty, any implied warranty, in tort, or otherwise, exceed the price paid by purchaser for the product. These disclaimers are independent of any failure of the essential purpose of any warranties or remedies provided to purchaser, and shall survive any determination that a warranty or remedy failed of its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Statute of limitations: No action may be brought against Hartzell for breach of its limited warranty, any applicable implied warranty, or for any other claim relating to the Product, more than ten (10) days after expiration of the applicable limited warranty period.

Governing Law: This limited warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without reference to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this limited warranty.

No Authority: No person or entity has authority to alter the terms of this limited warranty or make any warranties or representations on behalf of Hartzell.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.