



**MITSUBISHI  
ENGINE**

**INDUSTRIAL ENGINE**  
(Miller Electric Manufacturing Co.)  
**LIMITED WARRANTY**  
Effective January 1<sup>st</sup> 2010  
**SL SERIES**

# INDUSTRIAL ENGINE LIMITED WARRANTY

**Application:** Miller Electric Manufacturing Co.

Mitsubishi Engine North America, Inc. (MENA) warrants to the first User Purchaser / Owner that each new SL Series Industrial Engine marketed by MENA as a separate power source and used in Industrial applications under normal use and maintenance, shall operate without defects in material or workmanship for the period described in this schedule:

	WARRANTY PERIOD		WARRANTY ADJUSTMENT	
	Months*	Engine hours*	Parts	Repair labor**
<b>Engine</b>	0 – 24	0 – 2000	100 %	100 %
<b>Electrical parts</b>	0 – 12	0 – 1000	100%	100%
<b>Major components warranty***</b>	24 – 36	0 – 3000	100 %	None

\*Warranty period limited by whichever interval occurs first.

\*\*Engine removal and replacement labor limited to 5 hours.

\*\*\*Warranty for major castings only, which consist of the Crankcase, Crankshaft, Connecting Rods and Connecting Rod Bolts.  
Excluding Crankshaft Main Bearings, Camshaft Bushings and Connecting Rod Bearings & Bushings.

## APPLICATION DEFINITION

SL Series Industrial Engine applications include prime power electrical generation. The Industrial Engine warranty and warranty coverage on optional accessories supplied by MENA with the new engine.

## WARRANTY ADJUSTMENTS

Engine warranty adjustments are provided through MENA Authorized Engine Distributors' factory trained technicians. During the warranty period, provided that the engine is installed and operated according to MENA's and or its related companies' manual(s) and instruction(s), MENA will provide at its exclusive election for any part determined by MENA to be defective, either (1) a new or remanufactured replacement or repaired part, or (2) reimbursement for the cost of the part repair or replacement.

Repair labor provided under the Industrial Engine Warranty includes labor expenses necessary to complete a warranted repair, including reasonable labor (as defined by MENA) incurred for Engine removal and re-installation when necessary to perform a warranted repair. Labor expenses will be reimbursed according to Mitsubishi's flat rate manual and at regular daytime labor rates. Repairs shall be offered at a Mitsubishi authorized service facility as determined by MENA. Therefore no compensation or reimbursement for transportation cost of any kind will be allowed.

MENA's responsibility during the Major Component Warranty is limited to repair or replacement of the defective qualifying part. MENA shall not be responsible for labor costs incurred for repairs covered under the Major Component Warranty nor shall MENA be responsible for parts other than the qualifying parts.

## **OWNER RESPONSIBILITIES**

The Owner must advise a MENA Engine Distributor of a failure and potential warranty claim within the warranty period and have the repairs completed by an Authorized MENA Engine Distributor. The Owner is responsible for normal wear, adjustments and scheduled maintenance including injection nozzle cleaning and engine valve adjustments. The Owner is responsible for maintaining the Industrial Engine according to recommendations contained in the Mitsubishi Industrial Engine Operations and Maintenance Manual and all other manuals and instructions supplied by MENA and or its related companies. Maintenance parts and fluids including lubricating oil, antifreeze and belts are the Owner's responsibility unless the materials were damaged by the failure and cannot be reused. The Owner is responsible for all labor costs and other costs not specifically described herein as MENA's responsibility, including overtime or holiday repair labor.

## **WARRANTY LIMITATIONS**

MENA shall honor warranty claims on warranted engines in the event of a failure within the warranty time period listed. All warranty time periods start on the delivery date of the equipment to the original end-user purchaser, and not to exceed one year after the equipment is shipped to a North American distributor or eighteen months after the equipment is shipped to an international distributor.

The following operational practices damage the engine and any failures resulting from these operational practices are not covered by this warranty: operating the engine at fuel rates higher than established by MENA; overspeeding; operation without adequate or specified lubricating oil, coolant or fuel; operating the engine beyond published MENA coolant or lubricant temperatures; inadequate maintenance of cooling systems, and failure to keep the engine air intake free of foreign material, improper storage, warm-up, shutdown or run-in practices; and/or other practices which damage the engine.

Neither MENA nor its related companies are responsible for failures resulting from the alteration or modification to engines by anyone who has not been so authorized by MENA in writing. MENA is not responsible for failures resulting from improper repairs.

Neither MENA nor its related companies shall be liable for claims attributable to the following: replacement of a complete assembly instead of repairing the assembly unless replacement was approved by MENA; repairs necessary due to use of parts not supplied by MENA; repairs caused by abuse, misuse, accidents, acts of God or unauthorized modification; repairs made by unauthorized repair shops; corrections of alleged defects where documentation is inadequate to support the claim or the failed parts needed for analysis have been improperly preserved rendering failure analysis impossible; and unnecessary repairs caused by improper diagnosis. Normal wear that occurs to parts during use of the engine is not covered by warranty including but not limited to these parts: pistons, liners, piston rings, valves, valve seats, valve guides, gears, bearings, crankshaft, camshaft, nozzle and plunger. The following items are not covered by warranty because they are deemed to have resulted from normal engine use or to have been caused by environmental exposure or pollution: rusting or deterioration of plated parts, discoloration, fading or rusting of painted parts, damage or deterioration due to extended storage of the engine after shipment by MENA.

**THE WARRANTIES LISTED HEREIN ARE THE ONLY WARRANTIES APPLYING TO MENA'S ENGINES AND WITH RESPECT TO INDUSTRIAL ENGINES, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT SHALL MENA, OR ANY PARENT OR AFFILIATED COMPANY OF MENA BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT OR STRICT LIABILITY, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, ECONOMIC LOSS, "DOWN TIME", LOST PRODUCTION, OR FAILURE TO MEET CONTRACTUAL OBLIGATIONS. THE TOTAL LIABILITY OF MENA AND OF ANY PARENT OR AFFILIATED COMPANY OF MENA, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE OWNER FOR THE PRODUCTS OR SERVICES WHICH GAVE RISE TO THE ALLEGED CLAIM, LOSS OR DAMAGE.**

This Limited Warranty and the rights and obligations of MENA and the Owner concerning products or services supplied by MENA shall be governed and construed in accordance with the internal laws of the state of Illinois, without regard to its choice of law rules. Any and all claims, suits or demands asserted by the Owner concerning this Limited Warranty and/or products or services supplied by MENA shall be submitted to arbitration in Chicago, Illinois before the American Arbitration Association ("AAA") before a panel of three (3) arbitrators. The arbitrators will not have authority to award damages beyond the remedies provided for in this Limited Warranty. The arbitrators will not have authority to award punitive or exemplary damages or attorneys' fees to any party. Any action or claim arising out or relating to this Limited Warranty or the supply of products or services by MENA must be brought within one (1) year of the alleged failure or shall be deemed waived.

The terms of this Limited Warranty and any obligation of MENA relating to this Limited Warranty may not be modified except as in writing signed by an authorized officer of MENA. This Limited Warranty shall supercede any prior or contemporaneous oral or written warranties, representations or statements made concerning products or services supplied by MENA. MENA makes no other warranty except as set forth herein.

***THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.***

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Printed in U.S.A 2010

PUBL. NO. 01/2010