



## **LIMITED WARRANTY**

VERSION 1.0

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This LIMITED WARRANTY (this “Warranty”) is issued by eNGines-LPG, LLC (“NG-LPG”) and applies only to Engines (defined below) sold by NG-LPG. Herein, the terms “we”, “us”, “our”, and “NG-LPG” refer to eNGines-LPG, LLC, an Ohio limited liability company. The terms “you”, “your”, or “Customer” refers to the initial purchasers of our Engines, who purchased the Engines from authorized OEM dealers.

**1. Definitions:**

- (a) “Engine(s)” means natural gas and liquid petroleum gas-fueled engines sold by NG-LPG to a Customer;
- (b) “Manufacturer’s Limited Warranty” means the initial limited warranty provided by the Engine’s manufacturer as specified in the respective Operators Manual for the Engine.
- (c) “Emission Warranties” means the emission warranties provided by the Engine’s manufacturer or main distributor as specified in the respective Operators Manual for the Engine.

**2. Description of the Limited Warranty.** This Limited Warranty is provided the Customers to ensure your Engine’s rotating assembly’s factory material and workmanship is free from defect during the Warranty Period in normal use of our Engines. Your purchase of NG-LPG Engines includes the terms of this Warranty and applicable disclaimers. In the event of conflict between the NG-LPG general terms and conditions for its products and this Warranty, this Warranty shall govern NG-LPG’s obligations with respect to the described limited warranty coverage for the Engines.

**3. Who is Covered?** This Warranty is provided by NG-LPG to each purchaser of our Engines “Customer” who acquired the Engine from an authorized original equipment manufacturer (OEM) dealer (the “OEM Dealer”).

**4. What is Covered?** NG-LPG warrants to the Customer that the Engine’s rotating assembly will be free from defects in material and/or workmanship for the duration of the Warranty Period. This Warranty is expressly limited to the rotating assembly of the Engine. NG-LPG warrants we will compensate the Customer, on a prorated basis, the cost for parts and labor in the repair or replacement of defective parts/components of the Engine’s rotating assembly during the Warranty Period for your Engine. NG-LPG shall reimburse the Customer for labor and parts for such defective components/parts of the Engine’s rotating assembly only if such repair or replacement is performed by an NG-LPG authorized Service Dealer. A list of authorized Service Dealers is located on our website at: [www.engines-lpg.com/warranty](http://www.engines-lpg.com/warranty).

**5. What is Not Covered Under this Warranty?** This Warranty does not cover the following:

- (a) Parts affected by or damaged by any reason other than defective materials or workmanship, including, but not limited to, accident, misuse, abuse, “Acts of God”, neglect, improper installation, improper maintenance, improper storage, the use of unsuitable parts, the use of contaminated fuels, the use of fuels, oils, lubricants, or fluids other than those recommended in your Engine’s Operators Manual, unauthorized alternations and modifications to the Engine, ordinary wear and tear, and rust or corrosion;
- (b) Parts not associated with the Engine’s rotating assembly, including but not limited to, the alternator, starter, spark plugs, air intake, air/fuel mixer, fuel valves, turbos, and the cooling package;
- (c) Parts expressly covered under the Manufacturer’s Limited Warranty and the Emission Warranties;

- (d) Other expenses, including incidental or consequential expenses, are not covered, including transportation or delivery of the Engine, lodging, loss of time, or personal and/or business economic loss; and
  - (e) Costs for removal or reinstallation of any rotating assembly parts or components required to perform any repairs or replacements under the Manufacturer's Limited Warranty or the Emissions Warranties.
- 6. Warranty Period.** The "Warranty Period" for this Warranty begins on the date of installation of the Engine on behalf of the Customer, and extends for a period of **twelve (12) months or eight thousand seven hundred sixty engine operation hours (8,760)**, whichever comes first.
- 7. Proration; Warranty Coverage Limit.** For the duration of the Warranty Period, NG-LPG will cover the cost or repairs or replacement for defective components/parts of the Engine's rotating assembly, but such coverage shall not exceed the "Warranty Coverage Limit". The Warranty Coverage Limit is the maximum compensation a Customer will receive under this Warranty. The Warranty Coverage Limit is a prorated calculation based on the remaining time with any given Warranty Period taken from date the Customer makes a warranty claim. More specifically, the Warranty Coverage Limit is calculated by taking the percentage of time remaining in Warranty Period taken from the date the Customer makes a claim on this Warranty, and multiplying that percentage to the cost to replace the rotating assembly. The Warranty Coverage Limit uses a 365-day calendar year to calculate the maximum amount of coverage NG-LPG shall provide on any valid claim made on this Warranty. The Customer is responsible for all cost exceeding the Warranty Coverage Limit.

For example, if your installation date is on January 1 and you make you a claim on this Warranty on June 1 of the same year, the percentage of time remaining on your Warranty Period is 50%. If the total cost to replace the rotating assembly for our Engine is \$1500, then NG-LPG will cover the cost for all repairs or replacement of defective rotating assembly parts up to \$750 ( $\$1500 \times 50\% = \$500$ ).

- 8. Engine Maintenance Requirements.** Customers are responsible for the proper maintenance of the Engines. NG-LPG reserves the right to void this Warranty, if NG-LPG determines, in its sole discretion, that the Customer has failed to properly maintain the Engine pursuant to the instructions stated within the Engine's Operators Manual. To that extent, a Customer must do the following to properly maintain the Engine:
- (a) Operate the Engine in accordance to the Manufacturer's instructions and to perform routine maintenance, oil changes, and any special maintenance listed in the Engine's Operators Manual. This includes performing oil changes using only approved oils and lubricants at the following intervals of Engine operation hours: 250, 500, 1000 hours, and every 500 hours thereafter for the duration of the Warranty Period. NG-LPG recommends that Customers use only eNGine-LPG™ lubricants and oils for its Engines, or equivalent oils and lubricants with similar specifications;
  - (b) To perform all service and repairs to the Engine not covered by this Warranty; and
  - (c) To comply with all Oil Sampling Requirements as specified in paragraph 9 herein.
- 9. Oil Sampling Requirement.** NG-LPG requires each Customer to collect and submit oil samples used in the Customer's respective Engine. Customers are required to perform such sample testing at intervals of 500, 1500, and 3000 Engine operation hours, and every 1500 hours thereafter for the duration of the Warranty Period. Our ability to test your used oil provides NG-LPG the most effective method to diagnosis the health of your Engine. The required testing interval schedule ensures that NG-LPG can establish a credible historical trend of your

Engine's performance. Attached to this Warranty as Appendix 1 are the Oil Sampling Instructions and Shipping Details for its Engines (the "Oil Sample Kits"). Our Oil Sample Kits are enclosed with each Engine. Each Oil Sample Kit comes with instructions on how to properly take the oil sample, containers for which to hold and ship the oil samples to NG-LPG testing locations, and shipping instructions. You may also find the information Oil Sample Kit information located at [www.engines-lpg.com/warranty](http://www.engines-lpg.com/warranty).

**10. How to Make a Claim on This Warranty.** When repairs are required to your Engine during the Warranty Period, the Customer should review this Warranty to determine if your repairs will be covered under this Warranty. If the Customer feels that such repairs are covered under this Warranty, then the Customer must do the following to file a claim under this Warranty:

- (a) Visit [www.engines-lpg.com/warranty](http://www.engines-lpg.com/warranty) or call NG-LPG at the number provided below to identify any authorized Service Dealer in your area.
- (b) Contact the authorized Service Dealer to make the repairs, and explain to the Service Dealer that such repairs may be covered under this Warranty.
- (c) The Customer shall pay for such repairs and shall keep the Service Dealer's receipt/invoice associated with the repairs.
- (d) Within 10 days of completion of such repairs, the Customer shall submit a claim on this Warranty for reimbursement at [www.engines-lpg.com/warranty](http://www.engines-lpg.com/warranty), where the Customer will need to provide the following information:
  - (i) Customer's name, address, and number where Customer can be reached by NG-LPG;
  - (ii) Proof of purchase of the Engine from an OEM Dealer. Such proof of purchase may be in the form of 1) a dated purchase receipt from the OEM Dealer of the Engine at point of sale; or 2) a dated OEM installer invoice or purchase receipt;
  - (iii) The Engine model name, model number, and days/hours of operation since installation of the Engine;
  - (iv) The Service Dealer's invoice or receipt for the repairs made to the Engine.
  - (v) Short description of defective component/part on the Engine.
- (e) NG-LPG shall contact the Service Dealer to verify that such repairs that were made to the Engine, and to determine whether such repairs are eligible for coverage under this Warranty. If NG-LPG determines that such coverage is valid, NG-LPG shall reimburse the Customer within 45 days from the date a claim is made based on the terms and conditions stated within this Warranty. If NG-LPG determines that such repairs are outside the terms of coverage of this Warranty, then NG-LPG shall contact the Customer by mail delivery within 45 days of receipt of claim with an explanation as to why this Warranty did not apply to the given claim.
- (f) The Customer's failure to follow these procedures may void reimbursement under this Warranty.

**11. Warranty Limitations.** This Warranty represents the total liability of NG-LPG for any part it warrants. This Warranty is NG-LPG's **only obligation to you and your exclusive remedy for breach of warranty.** In no event shall NG-LPG or any authorized OEM dealer, distributor, or servicer be liable for incidental, special or consequential damages. Such consequential damages may include, but not be limited to, loss of revenue, loss of perishable items, loan payments, cost of rental of substitute equipment, insurance coverage, storage, lodging, transportation, fuel, mileage, and telephone costs. The limitations in this Warranty apply regardless of whether your claims are based on breach of contract, tort (including negligence and strict liability) or any other theory. Any action arising hereunder must be brought within one (1) year after the cause of action accrues or it shall be barred. Failure to follow the requirements for submitting a claim under this Warranty may result in a waiver of all claims for damages and other relief. Some states and countries do not allow certain limitations on warranties or for breach of warranties. **This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.** Limitations set forth in this paragraph shall not apply to the extent that they are prohibited by law.

**12. Limit of Liability.** The limit of liability for any claim under this Warranty is the cost to repair or replace the rotating assembly of your Engine, subject to the Warranty Coverage Limit, in accordance to the terms and conditions stated in this Warranty.

**13. Entire Agreement.** This Warranty is the entire agreement between the parties in regards to warranty coverage provided by NG-LPG. This Warranty is and shall remain the complete and exclusive agreement between the parties with respect to warranties, superseding all prior agreements, written or oral, and all other communications between the parties relating to the warranties provided by NG-LPG. No person or entity is authorized to give any other warranty or assume any other obligation on behalf of NG-LPG, either orally or in writing.

**Contact:**

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*In order for us to provide the best support for your eNGines-LPG products, we highly recommend registering our products on our website <http://www.engines-lpg.com> as soon as possible after purchase.*