



**Superior Diesel, Inc
Limited Warranty Policy
(March, 6 2015)**

A. Superior Diesel, Inc. Kohler Powered, Power Units

Standard Limited Warranty Coverage

This limited warranty applies to non-Kohler components* installed by Superior Diesel, Inc. (hereafter referred to as Superior Diesel) excluding customer supplied parts.

***WARRANTY COVERAGE FOR KOHLER COMPONENTS MAY BE FOUND AT <http://sdiesel.com/catalog/customer-service-warranty-claims.php>**

Components are warranted to the original purchaser ("Purchaser") only to be free from material and/or workmanship defects during the Warranty Period when used in accordance with the Owner's Manual for their intended purpose and under normal conditions.

If any component covered under this warranty is determined by Superior Diesel to be defective, at its sole option, Superior Diesel will repair or replace the defective component. If Superior Diesel elects to replace the defective component, Superior Diesel will also pay:

- Reasonable labor cost to replace a component, not to exceed the cost of the component
- Reasonable travel expenses per occurrence, not in excess of the lesser of actual, documented and verified costs or \$400.

Purchaser shall be required to provide all information, including return of the component for which warranty coverage is sought, which, in Superior Diesel's sole determination, is necessary to determine if the failed component is covered by this warranty. Failure to provide such information or produce failed components will void this warranty.

Superior Diesel will require a core deposit before warranty replacement parts will be shipped. This is a fully refundable deposit if parts replaced are determined to have failed in a manner covered by this warranty.

Warranty Period and Procedure for Making Warranty Claim

The Warranty Period for covered components is 3 years or 2000 hours, whichever occurs first, from the delivery [date provided during the Kohler warranty registration process. Refer to <http://sdiesel.com/catalog/customer-service-warranty-claims.php> for further details] In the absence of a functional hour meter, hours will be determined on the basis of 12 hours of use per calendar day from the delivery date provided during the Kohler warranty registration process.

To make a claim under this warranty, Superior Diesel must receive from the owner, within the Warranty Period:

- Written proof of purchase
- A written description of the claimed defect(s)
- All documentation required by Superior Diesel
- Delivery of the defective component, if requested by Superior Diesel
- A good address and telephone number at which Purchaser may be reached during normal business hours

Superior Diesel will have 30 days following receipt of all necessary information and things to investigate the defects claimed on the component. Except work for which a bona fide non-economic emergency exists and which Superior Diesel is not, or could not reasonably be expected to be, able to provide warranty service in time to address such emergency notwithstanding Purchaser's efforts to obtain such warranty service, Superior Diesel shall not be responsible to Purchaser for any costs or damages relating to the repair or replacement and this limited warranty shall be rendered void as to all such defective components.

Limitations and Exclusions

Superior Diesel does not warrant or guarantee and Purchaser shall be solely responsible for determining the suitability of the product of which the component is a part for the application to which Purchase puts the product.

Superior Diesel does not warrant or guarantee and Purchaser shall be solely responsible to pay:

- Fees associated with: work stoppage, machine down time, fines, rental fees or any other indirect cost associated with a warranty failure.
- Overtime labor, expedited freight, and air freight and any costs relating to the same.
- Shipping cost for items outside of the continental United States.
- Damage caused by improper storage or handling.
- Damages caused by failure to follow the Owner's Manual.
- Damages caused in transit.
- Damages caused by acts of God, fire, flooding, hurricane, tornado, earthquake, or any similar natural disaster.
- All cost associated with scheduled maintenance.
- Damages and consequences of negligence, misuse, or accident.
- Costs involved with improper application, modification or installation.
- Cost associated with defective service performed by any party other than Superior Diesel
- Transportation costs in excess of the stated maximum for travel allowance during a repair covered by this limited warranty.

UNDER NO CIRCUMSTANCES SHALL SUPERIOR DIESEL BE LIABLE TO PAY TO PURCHASER OR ANY THIRD PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES.

THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE PURCHASER'S SOLE REMEDIES FOR DEFECTIVE COMPONENTS.

B. Parts Sold, Not Installed On Engines by Superior Diesel

Coverage

- These parts are covered under the component manufacturer's warranty. These components are replaced on a "parts only" basis and do not include labor, or travel coverage.

Warranty Period

- In the absence of a third party component manufacturer's warranty, Superior Diesel warrants parts for 90 days from the date of invoice for the defective part.

C. Obtaining Warranty Coverage

- All Non-Kohler components require contact with Superior Diesel's service department (715-365-0549) before any repairs are made. Failure to contact Superior Diesel will result in denial of warranty coverage.

THIS LIMITED WARRANTY MAY NOT BE MODIFIED EXCEPT BY SUPERIOR DIESEL ON ITS WEBSITE OR IN ITS WRITTEN LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL SUPERIOR DIESEL BE BOUND AND PURCHASER SHALL NOT RELY UPON ANY REPRESENTATIONS MADE BY INDIVIDUALS OR AGENTS OF SUPERIOR DIESEL, INCLUDING ANY DISTRIBUTORS OF ITS PRODUCTS IN REGARD TO SUPERIOR DIESEL'S LIABILITY FOR THE PERFORMANCE OF ITS PRODUCTS WHICH CONFLICTS WITH OR EXPANDS ANY OF THE PROVISIONS OF SUPERIOR DIESEL'S WRITTEN WARRANTY.

This limited warranty gives the Purchaser specific legal rights. Purchaser may have other rights that vary from state to state. The laws of some states do not allow the limitation or exclusion of incidental or consequential charges, or otherwise restrict the limitations contained herein, so some of the exclusions above may not apply to the Purchaser.

1. WARRANTY PERIOD

Kohler Co. warrants to the End User that each Diesel engine will be free from manufacturing defects in materials or workmanship in normal service for the applicable coverage period or operating hours (whichever comes first) set forth below, provided the engine is operated and maintained in accordance with Kohler Co.'s instructions and manuals.

ENGINE SERIES	WARRANTY PERIOD	OPERATING HOURS	WARRANTY COVERAGE
KOHLER Diesel (non KDI)	3 Years	0 – 2.000	100% Parts & Labor
KOHLER KDI	3 Years	0 – 2.000	100% Parts & Labor
		2.001 – 6.000	Major Components Only *
Lombardini Diesel	2 Years	0 – 2.000	100% Parts & Labor

* Major component defects are failures related to crankcase casting, cylinder head casting, crankshaft, crankshaft pulley, camshaft, connecting rod, flywheel, oil pump.

For the Warranty Period stated above, the period begins on the date of purchase of the finished equipment on which the engine is installed. If no hour meter is installed on the application, the Operating Hours will be calculated as 4 hours of use per day for 5 days per week beginning on the date of purchase.

Kohler Co.'s obligation under this warranty is expressly limited, at its option, to an appropriate adjustment, repair or replacement of such part or parts as found to be defective following an inspection by Kohler Co. or an authorized service facility designated by Kohler Co.

SPARE PARTS	WARRANTY PERIOD	OPERATING HOURS	WARRANTY COVERAGE
KOHLER and Lombardini Diesel Parts	2 Years	0 – 2.000	100% Parts & Labor

Parts/components that are scheduled to be replaced as part of the required maintenance schedule will be covered under Kohler Co.'s warranty from date of purchase of the part up to the first scheduled replacement point for the subject parts/components.

All other Spare Parts items are covered by the above warranty provided that the repairs have been executed by Kohler Co or by an Authorized Kohler Service Dealer.

2. EXCLUSIONS

The following items are not covered by this warranty.

- Damage caused by: (i) an accident or casualty; (ii) unreasonable use or neglect; (iii) normal wear; (iv) premature wear from improper maintenance; (v) improper storage; (vi) old or contaminated fuel left within the fuel system, which includes but is not limited to tanks, fuel lines, or fuel injection components; (vii) unapproved modifications.
- Failures caused by: (i) faulty repairs made by any party other than Kohler Co. or an authorized service facility designated by Kohler Co.; (ii) use of non-Kohler replacement service parts; or (iii) additional damages caused by a lack of prescribed actions as a result of an alarm light activation, either caused by fault or negligence or un-attended use of the engine; (iv) an act beyond the control of Kohler Co., which includes but is not limited to theft, vandalism, fire, lightning, earthquake, windstorm, hail, volcanic eruption, flood or tornado.
- Transportation charges or travel expenses in connection with the repair or replacement of defective parts on the engine.
- Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Kohler Co.
- Engines installed in an application not formally reviewed by Kohler.
- Rental of other equipment during performance of warranty repairs. All items subject to wear and to periodical maintenance such as listed in the Use & Maintenance Manual (such as air, oil or fuel filters, belts etc.) are warranted for a period equal to

the prescribed interval of replacement as listed in the Manual.

- Fuel, lubricating oil, coolant/antifreeze.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. KOHLER CO. MAKES NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY ON KOHLER CO.'S BEHALF. KOHLER CO. AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

3. TO OBTAIN WARRANTY SERVICE

The repair shall be executed by a KOHLER Authorized Service Dealer designated by Kohler.

USA & CANADA:

List of Authorized dealers can be found by visiting www.kohlerengines.com or telephone 1-800-544-2444 (U.S.A. and Canada) ENGINE DIVISION, Kohler Co., Kohler Wisconsin

EUROPE, MIDDLE EAST, AND ASIA

List of Authorized dealers can be found by visiting dealers.kohlerpower.it.

CENTRAL AND SOUTH AMERICA:

List of Authorized dealers can be found by visiting dealers.kohlerpower.it.

CHINA AND ASIA PACIFIC

List of Authorized dealers can be found by visiting dealers.kohlerpower.it.

INDIA

List of Authorized dealers can be found by visiting dealers.kohlerpower.it.

Note: Specific Warranty Terms and conditions do apply to engines directly sold in India.

4. OWNER'S WARRANTY RESPONSIBILITIES

1. As the off-road engine owner, you are responsible for the performance of the required maintenance listed in your Use & Maintenance Manual. Kohler Co. recommends that you retain all receipts covering maintenance on your off-road & marine engine, but Kohler Co. cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
2. As the off-road & marine engine owner, you should however be aware that Kohler Co. may deny you warranty coverage if your off-road & marine engine or a part shows signs of malfunction or failed due to abuse, neglect, improper maintenance or unapproved modifications.
3. Your engine is designed to operate on diesel fuel only. Diesel fuel and all other fluids used shall comply with the recommendation listed in the Use & Maintenance Manual. Use of any other fuel or fluids may result in your engine breakage, premature wear or no longer operating in compliance with the California & US EPA emissions requirements.
4. You are responsible for initiating the warranty process. The ARB & US EPA suggests that you present your off-road & Marine engine to a Kohler Co. dealer as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible.

5. COVERAGE

Kohler Co. will repair or replace emission control system parts, components and sub-assemblies found to be defective with respect to materials or workmanship at no cost to you including engine exhaust system related diagnosis, labor and parts, provided that no un-authorized modification of any kind has been executed on the engine, and its parts, components and sub-assemblies.

The choice and responsibility of the decision to repair or replace an emission control system defect will be solely that of Kohler Co. Emission control system parts/ components covered by the Federal and California Emission Control Systems Limited Warranty are listed below

- Fuel injector(s)
- Injection pump(s)
- Exhaust manifold
- Intake manifold
- Exhaust gas recirculation (EGR) tube
- Crankcase ventilation valve
- Electronic control unit (ECU) if equipped
- Sensors associated with ECU operation
- Emission control information labels
- Turbocharger (if equipped)
- Fuel limiting device
- Aftertreatment Systems if equipped and other components when present

Parts/components that are scheduled to be replaced as part of the required maintenance schedule will be covered under the warranty provisions for a period of time up to the first scheduled replacement point for the subject parts/ components. Subsequent damage to other engine components as a direct result of a warrantable failure an exhaust emission part/ component will be covered under the warranty provisions described herein.

6. MAINTENANCE AND REPAIR REQUIREMENTS

THE OWNER IS RESPONSIBLE FOR THE PROPER USE AND MAINTENANCE OF THE ENGINE. KOHLER CO. RECOMMENDS THAT ALL RECEIPTS AND RECORDS COVERING THE PERFORMANCE OF REGULAR MAINTENANCE BE RETAINED IN CASE QUESTIONS ARISE. IF THE ENGINE IS RESOLD DURING THE WARRANTY PERIOD, THE MAINTENANCE RECORDS SHOULD BE TRANSFERRED TO EACH SUBSEQUENT OWNER. KOHLER CO. MAY NOT DENY WARRANTY REPAIRS SOLELY BECAUSE OF THE LACK OF REPAIR, MAINTENANCE OR FAILURE TO KEEP MAINTENANCE RECORDS.

NORMAL MAINTENANCE, REPLACEMENT OR REPAIR OF EMISSION CONTROL DEVICES AND SYSTEMS MAY BE PERFORMED BY ANY REPAIR ESTABLISHMENT OR INDIVIDUAL; HOWEVER, WARRANTY REPAIRS MUST BE PERFORMED BY A KOHLER AUTHORIZED SERVICE CENTER.

7. CALIFORNIA AND FEDERAL EMISSION CONTROL WARRANTY STATEMENT, OFF-ROAD & MARINE DIESEL ENGINES (USA ONLY)

THE CALIFORNIA AIR RESOURCES BOARD (CARB), U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), AND Kohler Co. ARE PLEASED TO EXPLAIN THE EMISSION CONTROL SYSTEM WARRANTY ON YOUR [CURRENT MODEL YEAR – {2+ CURRENT MODEL YEAR}] OFF-ROAD COMPRESSION IGNITION AND MARINE (DIESEL) ENGINE. In CALIFORNIA (“THE STATE”) and US EPA REGULATED REGION, NEW HEAVY-DUTY OFF-ROAD & MARINE ENGINES MUST BE DESIGNED, BUILT AND EQUIPPED TO MEET THE STATE’S AND US EPA ANTI-SMOG STANDARDS. THE WARRANTY PERIOD SHALL BEGIN ON THE DATE THE ENGINE OR EQUIPMENT IS DELIVERED TO AN ULTIMATE PURCHASER. KOHLER CO. MUST WARRANT THE EMISSION CONTROL SYSTEM ON YOUR ENGINE FOR THE PERIODS OF TIME LISTED IN THE SECTION BELOW, PROVIDED THERE HAS BEEN NO ABUSE, NEGLIGENCE OR IMPROPER MAINTENANCE OF YOUR ENGINE.

YOUR EMISSION CONTROL SYSTEM MAY INCLUDE PARTS SUCH AS THE FUEL INJECTION SYSTEM AND THE AIR-INDUCTION SYSTEM. ALSO INCLUDED MAYBE HOSES, BELTS, CONNECTORS AND OTHER EMISSION RELATED ASSEMBLIES.

WHEN A WARRANTABLE CONDITION EXISTS, Kohler Co. WILL REPAIR YOUR HEAVY-DUTY OFF-ROAD & MARINE ENGINE AT NO COST TO YOU INCLUDING DIAGNOSIS, PARTS AND LABOR.

THE OWNER SHALL NOT BE CHARGED FOR DIAGNOSTIC LABOR THAT LEADS TO THE DETERMINATION THAT A WARRANTED PART IS IN FACT DEFECTIVE, PROVIDED THAT SUCH DIAGNOSTIC WORK IS PERFORMED AT A WARRANTY STATION.

MANUFACTURER’S WARRANTY COVERAGE:

THE [CURRENT MODEL YEAR – {2+ CURRENT MODEL YEAR}] HEAVY-DUTY OFF-ROAD & MARINE ENGINES ARE WARRANTED FOR THE PERIODS LISTED BELOW. IF ANY EMISSION-RELATED PART ON YOUR ENGINE IS DEFECTIVE, THE PART WILL BE REPAIRED OR REPLACED BY Kohler Co.

Variable speed or constant speed	kW <19	Any speed	1,500 hours or two years, whichever comes first.
Constant speed	19 ≤kW <37	3,000 rpm or higher	1,500 hours or two years, whichever comes first.
Constant speed	19 ≤kW <37	Less than 3,000 rpm	3,000 hours or five years, whichever comes first.
Variable speed	19 ≤kW <37	Any speed	3,000 hours or five years, whichever comes first.
Variable speed or constant speed	kW ≥37	Any speed	3,000 hours or five years, whichever comes first.

Marine Diesel Engine

Engine Power	Warranty Period
kW < 19	1,500 hours or 2.5 years, whichever comes first.
19 ≤ kW < 37	2,500 hours or 3.5 years, whichever comes first.
37 ≤ kW < 75	5,000 hours or 5 years, whichever comes first.