

source for industrial engine excellence.

# **ORIGIN ENGINES** LIMITED WARRANTY

#### LARGE SPARK IGNITION NON-CERTIFIED ENGINES

The term of this Standard Written Limited Warranty is 36 months or 2,500 hours (earliest to occur) from the date of delivery

Origin Engines expressly warrants that its engine is of good quality and free from defects in materials or workmanship. Distributor acknowledges that Origin Engines has made no affirmation of fact or promise relating to its engines outside this Limited Warranty and Origin Engines has provided the distributor no description, sample or model of its engine upon which the distributor has relied in deciding to purchase an Origin engine, except as otherwise specifically agreed between Origin Engines and the distributor by written purchase agreement. Origin Engines will, at its sole discretion, repair or replace defective parts or a complete engine. All repairs will be made at the purchase price to distributor, plus applicable labor pursuant to the labor policy set forth below.

### LABOR POLICY

Origin Engines will pay approved labor claims, in the cumulative, at the rate of \$70.00 per labor hour, not to exceed the sum of \$400.00. All labor expenses for field repairs, removal or reinstallation shall be limited to customary expenses at Origin Engines approved hourly

LIMITATIONS OF WARRANTY AND EXCLUSIONS

EXCEPT AS PROVIDED BY STATE OR FEDERAL LAW, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES (INCLUDING,, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED AND NO WARRANTIES (INCLUDING, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED AND NO WARRANTIES EXIST WHICH EXTEND BEYOND THE DESCRIPTION IN THE EXPRESS LIMITED WARRANTY ON THE FACE OF THIS DOCUMENT WITH REGARD TO ANY TRANSMISSION OR PART PROVIDED BY ORIGIN ENGINES. IN THE EVENT THAT THE EXCLUSIONS OF IMPLIED WARRANTIES IS PROHIBITED, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. NO ORAL STATEMENTS BY ANY PERSON, DISTRIBUTOR OR SALESMAN MAY MODIFY OR CHANGE THIS LIMITED WARRANTY. NO TERM OF ANY PURCHASE ORDER OR OTHER FORM FROM THE PURCHASER OR DISTRIBUTOR/SELLER SHALL MODIFY OR CHANGE THIS LIMITED WARRANTY.

This Limited Warranty is not an unconditional warranty against all hazards or failures. Origin Engines shall not be responsible for:

Damage or repairs required as a consequence of faulty installation, misapplication, abuse, accidents, neglect, improper servicing or maintenance, wrong or contaminated fuel, use of any starting aid, improper cooling concentration, unauthorized alteration or improper operation. Parts not supplied by Origin Engines, or damages resulting from the use of parts not supplied by Origin Engines. Damages resulting from detonation or pre-ignition, including but not limited to melted or broken pistons, broken or scored rings, damaged cylinder heads or gaskets, scoring on cylinder walls or piston heads. Damages due to product failures resulting from improper Original Equipment Manufacturer installation (such as cooling systems, spark control, torque management), applications (usage beyond design specifications), manufacturing processing or alterations not approved by Origin Engines in writing. Normal maintenance items, including but not limited to spark plugs, fuel filters, belts, hoses, oil and filters and PCV valves. Damages resulting from improper pre-lubrication prior to startup.

THE DISTRIBUTOR'S EXCLUSIVE REMEDY AGAINST ORIGIN ENGINES SHALL BE FOR REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, REPAIR OR REPLACEMENT OF THE ENGINE AS SET FORTH ABOVE. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, TOWING, OIL, LUBRICANTS, FILTERS, ANTIFREEZE, GASKETS, SHIPPING AND FREIGHT, LOSS OF USE OF VEHICLE OR LOSS OF TIME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE DISTRIBUTOR.

IN NO EVENT SHALL THE TOTAL VALUE OF THIS LIMITED WARRANTY WHETHER PAID OR MADE IN KIND BY ORIGIN ENGINES EXCEED THE ORIGIN ENGINES' ORIGINAL DISTRIBUTION PRICE OF THE SIMILAR ENGINE ON THE DISTRIBUTION PRICE LIST OF ORIGINE ENGINES AT THE TIME OF ANY SALE BY THE DISTRIBUTOR OR SELLER TO THE PURCHASER, PLUS LABOR COST OF \$400.

## **GOVERNING LAW AND VENUE**

The terms and provisions of this Limited Warranty, and each and every document related to this Limited Warranty, shall be governed by and construed according to the laws of the State of Nebraska. Any action at law, suit in equity or judicial proceeding for the enforcement of this Limited Warranty or any provision thereof shall be instituted only in the courts of Nebraska.

Thank you for purchasing an Origin Engine.