

ISUZU DIESEL ENGINES LIMITED WARRANTY

Effective Date: April 15, 2008

PLEASE COMPLETE THE ONLINE ENGINE REGISTRATION AS DETAILED BELOW IN SECTION (F).

A. Isuzu Motors America, Inc. ("ISZA") warrants to purchaser (the "Buyer") that its engines sold with this warranty when shipped, will meet all applicable specifications and will be free from defects in material and workmanship. The duration for this warranty is the warranty period (the "warranty period") shown in the schedule below. Except as otherwise provided herein, the warranty period begins at the time of the earlier to occur of (1) first retail sale of the engine or the product into which the engine is incorporated (the "first retail sale"), or (2) the accumulation of 100 engine demonstration hours. As used herein, "first retail sale" includes rental or lease. This warranty is transferable to a second owner only if approved by ISZA after ISZA's inspection of the engine and registration of the second owner.

BASE ENGINE WARRANTY TERM AND SCHEDULE

APPLICATION	WARRANTY PERIOD		COVERAGE	
INDUSTRIAL***	Months*	Hours*	Parts	Labor
	0-12	UNLIMITED**	100%	100%
	12-24	2000**	100%	100%

- * Whichever Occurs First
- ** All electrical components and turbocharger coverage is limited to 2yrs/2000 hours*.
- *** This warranty applies to (a) Isuzu engine models 4LE2DA03/05, 4LE2NYGD01/02, 4JG1TPD02/04, 4JJ1TYGD01/02, 4JJ1XYGD01/02, 4BG1TRD04/05 and 4HK1XYGD01/02, and (b) all Isuzu engines sold by ISZA to Denyo Manufacturing Corporation and installed in Multiquip generators equipment.

Note: In the absence of a functional hourmeter, hours will be determined on the basis of 8 hours of use per calendar day commencing from the start of the warranty period.

All claims for failure to conform to specifications or defect in material or workmanship under this warranty must be made in writing promptly after discovery and, in any event, must be received by ISZA not later than twenty-four (24) months, after first retail sale. Defective items must be held for inspection by ISZA or its authorized distributor and, if requested, returned to ISZA, transportation prepaid.

ISZA will correct any failure to conform to specifications or any defect in material or workmanship by causing repair to be performed by an authorized service outlet, using new or remanufactured parts, within a reasonable time following the delivery of the engine to the service outlet's place of business.

If ISZA is unable to correct the failure after a reasonable number of repair attempts, ISZA will provide, at its option, one of the following: (1) a replacement unit, or (2) full refund of the purchase price of the unit. These remedies are the Buyer's <u>exclusive</u> remedies for breach of warranty.

The owner is responsible for the performance of regular maintenance services as specified in the operator's manual applicable to the engine.

B. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

- **C.** ISZA's obligation under the warranty shall not apply to:
- 1. Any engine which shall have been subject to negligence, misuse, accident, misapplication, overspeeding or proprietary fittings not manufactured or approved by ISZA.
- 2. Any engine that has been repaired, modified or altered by anyone in a manner, which in ISZA's sole judgment adversely affects its performance or reliability.
- Any engine which has been fitted with or repaired with parts or components not supplied or approved by ISZA which in ISZA's sole judgment adversely affects the engine's performance or reliability.
- 4. Failure resulting from improper use of engine, lack of preventive maintenance or servicing including improper dismantling or removal of seals and/or governor of injection pump, or tampering with factory adjustments made by Isuzu or ISZA.
- 5. Engine tune-ups, normal maintenance services including but not limited to valve adjustment, normal replacement of service items, normal wear and tear of expendable parts including gaskets (except cylinder head gasket and manifold gasket) cylinder liners, starter brush, pinion and clutch of starter, elements of air cleaner, oil filter and fuel filter, glow plug, control resistance, rubber hose, vinyl pipe, injection nozzle, fan belt, rust due to prolonged storage and fuel, lubricating oil, antifreeze, etc.
- 6. Damage caused by prolonged or improper storage of the engine after shipment from ISZA.
- 7. Loss of operating time to the user while the engine or engine driven equipment is out of operation and damage to equipment powered by the engine.
- 8. Damage caused by prolonged engine operation at low coolant temperatures or low engine load.
- 9. Engine operation outside of the ambient temperature range of -13 degrees Fahrenheit to 104 degrees Fahrenheit without appropriate modifications to the engine and engine cooling systems.
 - 10. Damage or failure resulting from the use of any type of fuel.
- **D.** The foregoing is ISZA's only obligation and Buyer's exclusive remedy for breach of warranty. Buyer's failure to submit a claim as provided above shall specifically waive all claims for damages or other relief, including but not limited to claims based on latent defects. In no event shall Buyer be entitled to incidental or consequential damages whether such claims are based on breach of contract, tort (including negligence and strict liability) or other theories. Any action arising hereunder or relating hereto whether based on breach of contract, or other theories, must be commenced within one (1) year after the cause of action accrues or it shall be barred. Some states do not allow limitations on warranties, or on remedies for breach of warranties in some transactions. Where disallowed by applicable state law, the limitations set forth in Part B and this Part D shall not apply.
- **E.** Except as modified in writing signed by the parties, this warranty is and shall remain the complete and exclusive agreement between the parties with respect to warranties, superseding all prior agreement, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of ISZA or any other person is authorized to make any warranty in addition to those set forth herein.

ENGINE REGISTRATION

F. Registering your engine allows prompt and accurate reporting before warranty service is required and will quickly enable an authorized Isuzu dealer to determine the warranty status of the engine. This registration will be used in warranty claim processing and to contact you in the unlikely event that a safety notification is required. To register your engine please visit our web site www.isuzuengines.com and click on the warranty registration link, then enter your engine serial number and model code. In the event you do not have access to the internet please contact the location where you purchased the engine or equipment for registration.

03/01/08