

MAN Engines & Components Inc.



LIMITED WARRANTY FOR NEW MAN MARINE DIESEL ENGINES, SERIES D 28 and D 08 ENGINES POWERING MARINE PLEASURE CRAFT USED BY CONSUMERS FOR PERSONAL USE STATUS 12/03

TERMS:

Limited Warranty

MAN hereby warrants that any engine part of its Series D 28 or D 08 engines that is found, during the Warranty Period, to be materially defective, or of poor workmanship, will be repaired or replaced, at MAN's option, subject to the terms of this Limited Warranty.

II Warranty Period

The Warranty Period of the Limited Warranty shall be a period of 24 months beginning on the first to occur of

- a. the date of delivery to the original retail purchaser, or
- b. the date the engine is first put in use

At the expiration of the Warranty Period, the Limited Warranty shall continue to apply for an additional 36 months as Extended Coverage, but only for the following major components of the engine:

- cylinder block (casting defect)
- crankshaft (forging defect)
- camshaft (forging defect)
- freshwater pump housing (casting defect)
- flywheel (casting defect)
- flywheel housing (casting defect)
- oil cooler housing (casting defect)
- front cover (casting defect)
- oil pan (casting defect)
- connection rod (forging defect)

III Repairs

MAN shall have a reasonable time to perform warranty repairs. Repairs will be performed during normal business hours. MAN will pay reasonable travel expenses for authorized service technicians to travel to the boat's location to make repairs, and will pay normal customary shipping charges to deliver parts. Costs for extraordinary travel expenses or transportation of parts are the responsibility of the owner

IV Replacement Parts/Components/Engine

All parts, components, or the entire engine, which are replaced under the terms of this Limited Warranty, assume the identity of the original part, component, or engine replaced, and will be entitled to Limited Warranty protection for the remainder of the original Warranty Period and/or Extended Coverage, if any.

Maintenance items such as lube oil, coolant, filters, etc. which are made unusable as a result of a warrantable defect will be replaced by MAN.

All defective parts, components or the entire engine, which are replaced under the terms of this Limited Warranty become the property of MAN.

V Limitations and Exclusions

a) **This Limited Warranty applies only to the following engine models delivered on or after December 1, 2003 and only if it is a new engine, installed and used in non-commercial marine pleasure craft applications in the U.S.A. or Canada and the Caribbean:**

D0836 LE 40X	D2866 LE 40X
D2876 LE 40X	D2848 LE 40X
D2840 LE 40X	D2842 LE 40X

- b) This Limited Warranty does not cover failures or damages that are a result of engine misuse, negligence, alteration, or failure to carry out normal maintenance, or if repairs have been made by persons other than an Authorized MAN Service Representative.
- c) This Limited Warranty does not cover the replacement of service parts such as injectors, filters, belts, oil and anti-freeze except as stipulated in paragraph III. Repairs.
- d) This Limited Warranty does not apply to equipment supplied with the engine that bears the name of another manufacturer (e.g. marine transmission, power take-offs, exhaust system, alternator, engine mounts).
- e) MAN shall not be responsible for any loss of time, inconvenience, loss of use, meals, lodging, communication costs, transportation, cargo damage overtime, towing, any dockage or harbor charges, or other consequential damages resulting from a defect covered by this Limited Warranty. MAN does not accept any liability for consequential, punitive, contingent, or incidental damages.
- f) MAN shall not be responsible for labor and material costs relating to removal and replacement or dockage charges incurred in connection with warranty repairs.
- g) MAN shall not be responsible for costs for the execution of regular maintenance service as specified in the maintenance manual for the engine, nor for repairs required as a result of the failure to use specified fuel, oil, lubricants, and coolant.
- h) THE LIMITED WARRANTY HEREIN SET FORTH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO SERIES D 28 AND D 08 ENGINES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISPLACED.

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