

## **WARRANTY**

Lister-Petter Inc. (hereinafter called "Company") hereby warrants goods sold by it and manufactured either by it or by certain affiliates thereof or certain other manufacturers (herein collectively called "Manufacturers") to be free from defects in material or workmanship for 12 months after date of installation by first end user or 18 months after shipment, whichever comes first. This Warranty is limited to repair or replacement at 815 East 56 Highway, Olathe, Kansas 66061-4914, or other point designated by Company of such parts as appear to Company, upon inspection, to be defective in material or workmanship. This Warranty is extended to the first end user, and no warranty is made nor authorized to be made assignable on resale by the first end user. This Warranty does not obligate Company to bear the cost of labor or delivery charges in replacement of defective parts. Company makes no warranty with respect to trade accessories not manufactured by it or Manufacturers, such trade accessories being subject to the warranty of their respective manufacturers.

To obtain performance of any obligation under this Warranty, contact must be made with Company in writing at 815 East 56 Highway, Olathe, Kansas 66061-4914, attention Service Department, or by telephone to the Service Department at (913) 764-3512. Warranty claims are to be submitted on Company's official Warranty Complaint Questionnaire form. Submission of a completed claim form does not obligate Company to accept such claim in full or in part. No bills for service, labor, or other expenses that have not been previously approved and authorized by Company will be allowed. No goods or materials may be returned until authorized by Company, and where the return of the material is authorized, it shall be F.O.B. to whatever point Company designates within the U.S.A.

Repairs or alterations made to the goods without Company's written concurrence, the use of unsuitable fuel or lubricants, the operation of the goods in excess of rated capacity or under conditions detrimental to the goods, and neglect or failure to follow the instructions contained in Company's or Manufacturers' instruction books will invalidate this Warranty. Failure to execute the recommendations of Company's or Manufacturers' engineers will also invalidate this Warranty. In the case of marine engines, Company does not recommend the size of propellers or guarantee the vessel performance.

**There is no implied Warranty or Condition of merchantability. There is no other Warranty or Condition expressed or implied, statutory or otherwise, except such as is expressly set forth herein. Neither Company nor Manufacturers will be liable for any general, consequential or incidental damages, including without limitation any damages for loss of use or loss of profits, for any breach of Warranty or Condition or for negligence, Company's and Manufacturers' liability and the buyers exclusive remedy being expressly limited to the repair or replacement of the goods sold by Company as provided herein.**

# VOLKSWAGEN INDUSTRIAL ENGINES

## ADDENDUM TO STANDARD LISTER-PETTER INC. WARRANTY

The warranty on Volkswagen industrial engines, supplied by Lister-Petter Inc., is as follows.

- 1) **Warranty Period.** The warranty period is 24 months from date of delivery to the first end user, subject to a running hour limitation of 1,000 hours.
- 2) **Coverage.** This warranty is in addition to, but does not supersede, our standard warranty terms and conditions.

All other conditions set out in our standard warranty statement apply (see reverse side).

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