



## TERMS AND CONDITIONS - YANMAR EXTENDED LIMITED WARRANTY FOR TN SERIES ENGINES

### 1. EXTENDED LIMITED WARRANTY

1.1 Yanmar Europe B.V. ("Yanmar") offers an extended limited warranty (the "Extended Limited Warranty") to the first purchaser not acting as a reseller (the "Purchaser") of any Yanmar TN Series engine bearing a Yanmar brand, manufactured from January 1st, 2021, onwards, which has been sold by Yanmar directly, or to OEMs (original equipment manufacturers), or through its distribution network in one of the countries listed in Annex I (the "Engine")

1.2 The Extended Limited Warranty extends the standard limited warranty for the Engine, so that the total warranty period shall be a maximum of either 60 (sixty) months from the date of purchase by the Purchaser of the OEM machine in which the Engine is installed or five thousand (5,000) total engine operation hours, whichever occurs first (the "Extended Limited Warranty Period"), and is valid only until the Extended Limited Warranty Period has passed.

For information regarding the standard limited warranty, please refer to the operation manual of the Engine (the "Operation Manual").

1.3 Yanmar warrants to the Purchaser that the Engine will be free from defects in material and/or workmanship for the duration of the Extended Limited Warranty Period.

Note: Yanmar engines may be equipped with external components including, but not limited to: wiring harnesses, electrical devices, control panels, radiators, air filters, fuel filters, and/or exhaust systems that are supplied and/or installed by manufacturers other than Yanmar. For warranty information on such external components, please contact the machine or component manufacturer directly or see your authorized Yanmar dealer or distributor.

1.4 The Extended Limited Warranty is provided in lieu of all other warranties, express or limited. Yanmar specifically disclaims any implied warranties or merchantability or fitness for a particular purpose, except where such disclaimer is prohibited by law. If such disclaimer is prohibited by law, then implied warranties shall be limited in duration to the life of the express warranty. The Purchaser may have certain rights under statutory (consumer) law, and this Limited Warranty in no way affects or prejudices such rights.

1.5 Yanmar warrants to the Purchaser that, subject to these terms and conditions, Yanmar will make such repairs and/or replacements at Yanmar's option, of any part(s) of the Engine found to be defective in material and/or workmanship. Such

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repairs and/or replacements will be made at a location designated by Yanmar at no cost to the Purchaser for parts and/or labour.

## **2. WHAT THE PURCHASER MUST DO**

2.1 To qualify for the Extended Limited Warranty, the Purchaser must register the Engine before the first scheduled maintenance of the Engine as specified in the Operation Manual. If ownership of the Engine is transferred to a subsequent Purchaser, the subsequent Purchaser must also register by contacting Yanmar to qualify for the remainder of the Extended Limited Warranty Period "Engine registration <https://www.yanmar.com/eu/industrial/5-year-warranty>".

Such transfer(s) of ownership shall in no way renew or extend the Extended Limited Warranty Period. In case of transfer of ownership, please notify YANMAR service team, Industrial at [industrial.service-yeu@yanmar.com](mailto:industrial.service-yeu@yanmar.com).

2.2 If the Purchaser believes the Engine has experienced a failure due to a defect in material and/or workmanship, the Purchaser must contact an authorized Yanmar industrial engine dealer or distributor within 30 (thirty) days of discovering the failure. The Purchaser must provide documentation regarding the Engine's operation hours and all service and maintenance performed on the Engine, insofar as such information has not been recorded in the Yanmar warranty portal.

2.3 The nearest authorized Yanmar industrial engine dealer or distributor to the Purchaser may be located by visiting the Yanmar website at <https://www.yanmar.com/eu/dealerlocator/>.

## **3. WHAT IS NOT COVERED BY THIS WARRANTY?**

3.1 The Extended Limited Warranty does not cover:

a. parts affected or damaged by any reason other than defective materials or workmanship, including, but not limited to, accident, misuse (including but not limited to overload, or use for long periods at low load), abuse, "Acts of God", neglect, improper installation, improper maintenance (including but not limited to failure to perform daily maintenance and liquid checks, failure to observe the maintenance schedule per the Operation Manual, service by any party not authorized by Yanmar), improper storage, the use of attachments or parts that are unsuitable and/or not authorized by Yanmar, the use of contaminated fuels, the use of diesel fuels, engine lubricating oil, or engine coolant other than those recommended in the Operation Manual, alterations or modifications not authorized by Yanmar, ordinary wear and tear, discoloration, rust or corrosion, water intrusion, submersion or unreasonable exposure to the environment (including but not limited to exposure to high humidity, rain fall or seawater, or conditions resulting in freezing of the cooling water);

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- b. electrical parts;
- c. the cost of parts and/or labour required to perform normal/scheduled maintenance on the Engine;
- d. costs related to downtime and/or providing replacement machines
- e. consumable parts such as, but not limited to injection nozzles, filters, belts, hoses, diesel fuels, engine lubricating oil and cleaning fluids; or
- f. the cost of shipping the Engine to or from the warranty repair facility.

#### **4. MISCELLANEOUS**

4.1 These terms and conditions shall be governed by and construed in accordance with the laws of the Netherlands, with the express exclusion of its conflict of laws-provisions and the United Nations Convention on Contracts for the International Sale of Goods.

4.2 In no event shall Yanmar or any authorized Yanmar industrial engine dealer or distributor be liable for incidental, special, or consequential damages. Such consequential damages may include, but not be limited to, loss of revenue, loss of time, loan payments, cost of rental or substitute equipment, insurance coverage, storage, lodging, transportation, fuel, mileage, and telephone costs. Limitations to the Limited Warranty shall not apply to the extent that they are prohibited by law.

#### ANNEX I: COVERAGE COUNTRY NAME

Austria

~~Belarus~~ (temporarily excluded)

Belgium

Bulgaria

Croatia

Cyprus

Czech Republic

Denmark

Estonia

Finland

France

Germany

Greece

Hungary

Iceland

Ireland

Italy

Israel

Latvia

Liechtenstein

Lithuania

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Luxembourg  
Malta  
Netherlands  
Norway  
Poland  
Portugal  
Romania  
Russia (temporarily excluded)  
Slovakia  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
Ukraine (temporarily excluded)  
United Kingdom

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