



**Superior Diesel, Inc  
Limited Warranty Policy  
(March, 6 2015)**

**A. Superior Diesel, Inc. Kohler Powered, Power Units**

**Standard Limited Warranty Coverage**

This limited warranty applies to non-Kohler components\* installed by Superior Diesel, Inc. (hereafter referred to as Superior Diesel) excluding customer supplied parts.

**\*WARRANTY COVERAGE FOR KOHLER COMPONENTS MAY BE FOUND AT <http://sdiesel.com/catalog/customer-service-warranty-claims.php>**

Components are warranted to the original purchaser ("Purchaser") only to be free from material and/or workmanship defects during the Warranty Period when used in accordance with the Owner's Manual for their intended purpose and under normal conditions.

If any component covered under this warranty is determined by Superior Diesel to be defective, at its sole option, Superior Diesel will repair or replace the defective component. If Superior Diesel elects to replace the defective component, Superior Diesel will also pay:

- Reasonable labor cost to replace a component, not to exceed the cost of the component
- Reasonable travel expenses per occurrence, not in excess of the lesser of actual, documented and verified costs or \$400.

Purchaser shall be required to provide all information, including return of the component for which warranty coverage is sought, which, in Superior Diesel's sole determination, is necessary to determine if the failed component is covered by this warranty. Failure to provide such information or produce failed components will void this warranty.

Superior Diesel will require a core deposit before warranty replacement parts will be shipped. This is a fully refundable deposit if parts replaced are determined to have failed in a manner covered by this warranty.

## Warranty Period and Procedure for Making Warranty Claim

The Warranty Period for covered components is 3 years or 2000 hours, whichever occurs first, from the delivery [date provided during the Kohler warranty registration process. Refer to <http://sdiesel.com/catalog/customer-service-warranty-claims.php> for further details] In the absence of a functional hour meter, hours will be determined on the basis of 12 hours of use per calendar day from the delivery date provided during the Kohler warranty registration process.

To make a claim under this warranty, Superior Diesel must receive from the owner, within the Warranty Period:

- Written proof of purchase
- A written description of the claimed defect(s)
- All documentation required by Superior Diesel
- Delivery of the defective component, if requested by Superior Diesel
- A good address and telephone number at which Purchaser may be reached during normal business hours

Superior Diesel will have 30 days following receipt of all necessary information and things to investigate the defects claimed on the component. Except work for which a bona fide non-economic emergency exists and which Superior Diesel is not, or could not reasonably be expected to be, able to provide warranty service in time to address such emergency notwithstanding Purchaser's efforts to obtain such warranty service, Superior Diesel shall not be responsible to Purchaser for any costs or damages relating to the repair or replacement and this limited warranty shall be rendered void as to all such defective components.

## Limitations and Exclusions

Superior Diesel does not warrant or guarantee and Purchaser shall be solely responsible for determining the suitability of the product of which the component is a part for the application to which Purchase puts the product.

Superior Diesel does not warrant or guarantee and Purchaser shall be solely responsible to pay:

- Fees associated with: work stoppage, machine down time, fines, rental fees or any other indirect cost associated with a warranty failure.
- Overtime labor, expedited freight, and air freight and any costs relating to the same.
- Shipping cost for items outside of the continental United States.
- Damage caused by improper storage or handling.
- Damages caused by failure to follow the Owner's Manual.
- Damages caused in transit.
- Damages caused by acts of God, fire, flooding, hurricane, tornado, earthquake, or any similar natural disaster.
- All cost associated with scheduled maintenance.
- Damages and consequences of negligence, misuse, or accident.
- Costs involved with improper application, modification or installation.
- Cost associated with defective service performed by any party other than Superior Diesel
- Transportation costs in excess of the stated maximum for travel allowance during a repair covered by this limited warranty.

**UNDER NO CIRCUMSTANCES SHALL SUPERIOR DIESEL BE LIABLE TO PAY TO PURCHASER OR ANY THIRD PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES.**

**THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE PURCHASER'S SOLE REMEDIES FOR DEFECTIVE COMPONENTS.**

## **B. Parts Sold, Not Installed On Engines by Superior Diesel**

### **Coverage**

- These parts are covered under the component manufacturer's warranty. These components are replaced on a "parts only" basis and do not include labor, or travel coverage.

### **Warranty Period**

- In the absence of a third party component manufacturer's warranty, Superior Diesel warrants parts for 90 days from the date of invoice for the defective part.

## **C. Obtaining Warranty Coverage**

- All Non-Kohler components require contact with Superior Diesel's service department (715-365-0549) before any repairs are made. Failure to contact Superior Diesel will result in denial of warranty coverage.

**THIS LIMITED WARRANTY MAY NOT BE MODIFIED EXCEPT BY SUPERIOR DIESEL ON ITS WEBSITE OR IN ITS WRITTEN LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL SUPERIOR DIESEL BE BOUND AND PURCHASER SHALL NOT RELY UPON ANY REPRESENTATIONS MADE BY INDIVIDUALS OR AGENTS OF SUPERIOR DIESEL, INCLUDING ANY DISTRIBUTORS OF ITS PRODUCTS IN REGARD TO SUPERIOR DIESEL'S LIABILITY FOR THE PERFORMANCE OF ITS PRODUCTS WHICH CONFLICTS WITH OR EXPANDS ANY OF THE PROVISIONS OF SUPERIOR DIESEL'S WRITTEN WARRANTY.**

**This limited warranty gives the Purchaser specific legal rights. Purchaser may have other rights that vary from state to state. The laws of some states do not allow the limitation or exclusion of incidental or consequential charges, or otherwise restrict the limitations contained herein, so some of the exclusions above may not apply to the Purchaser.**