



## TRIME US, INC. PRODUCT LIMITED WARRANTY

Warranty coverage under the Trime US, Inc. Product Limited Warranty (TLW) is limited to product failures which are a result of defects in workmanship and material. The terms listed herein may be updated from time to time and subject to revision without notice. This policy is a summary of TLW terms, and the terms of componentry used in Trime Manufactured Products. If there is a conflict, specific manufacturer warranty policy will apply.

The warranty period begins on the date Trime US, Inc. issues an invoice to the purchaser of the equipment.

Purchaser is intended to include equipment dealers, rental stores, OEM's or the subsequent end users of the products.

All product failures related to defects in workmanship and materials MUST be within the applicable warranty term.

All specific warranty coverage terms are defined later in this document.

**ALL WARRANTY WORK MUST BE APPROVED BY A TRIME REPRESENTATIVE BEFORE ANY REPAIRS COMMENCE, WHETHER PERFORMED BY THE CUSTOMER OR AT AN APPROVED REPAIR CENTER. ALL PARTS USED FOR WARRANTY REPAIR SHALL BE OEM PARTS DURING THE WARRANTY PERIOD.**

Major Equipment components (such as engines and alternators), sold through Trime's suppliers, are not warranted by Trime or its suppliers, but through the component manufacturer's warranty. These components shall carry whatever warranty is conveyed to Trime to the extent it can be passed to the equipment purchaser.

**Any USED PRODUCTS sold through Trime are sold AS-IS, WHERE-IS with no warranty unless otherwise noted.**

The obligation of Trime under the Limited Warranty is expressly limited to the repair or replacement of the defective part(s) and does not include the replacement of the complete product. The Limited Warranty does not cover shipping charges or associated transportation charges, damages related to the loss of use, loss of profits, repeated travel charges, damages to property or equipment or any other incidental or consequential damages.

A Warranty Claim Number referencing the model and serial number of the product, date of sale to the original purchaser including date and description of the failure must be received by Trime within 30 days of said failure. Upon request, failed parts must be returned to Trime for evaluation. Return shipping costs are the responsibility of the claimant. Such requests by Trime will be made within 30 days of receiving the warranty claim.

Any service or replacement parts provided as part of this warranty coverage will not extend or renew the original product warranty coverage period.

All claims for parts, labor and travel costs are subject to Trime review and approval.

### WARRANTY EXCLUSIONS

Repairs which are necessary due to improper installation, improper load sizing, misapplication, misuse, abuse, transportation damage, improper service, neglect of service, exposure to the elements, acts of nature or causes other than a defect in workmanship or material are not covered by the Trime Limited Warranty term.

- 1) No reimbursement will be made for downtime or lost production costs.
- 2) Trime shall not supply or pay for replacement or backup units.
- 3) Trime shall not be responsible for telephone or communication expenses.

The following failures will be specifically excluded from warranty coverage:

- 1) Product damage during transportation or freight carriers.
- 2) Damage arising from the improper use of the product in relation to the technical features or performance specifications imposed by the manufacturer.
- 3) Use of product or tools not in accordance with the instructions supplied by the manufacturer.
- 4) Clogged Emission Components or damage to the aftertreatment system because of light or underloading the generator.
- 5) Unbalanced Electrical Loads.
- 6) Not following manufacturer's instructions or guidelines.
- 7) Attempts to bypass the aftertreatment system.
- 8) Use of improper fuel or lubricants and other fluids not recommended by the manufacturer.
- 9) Use of contaminated fuel, DEF Fluid or any other fluids.
- 10) Improper fueling of a unit by putting fuel in a DEF Tank or DEF in a Fuel Tank.
- 11) Running a unit with water in the fuel.
- 12) Improper or operator abuse and/or operator error.
- 13) Improper storage of DEF fluid.
- 14) Failure to carry out the necessary ordinary or periodic maintenance operations or failure to take the necessary precautions to protect the product when it is not used.
- 15) Damage caused as the result of accidents, fire, accidental causes, negligence, and all other causes which are not the direct result of an original product defect.
- 16) Corrosion.
- 17) Defects arising as the result of modifications, alterations, repairs or replacements undertaken by non-authorized personnel.
- 18) Defects caused by any unauthorized product modification.
- 19) Any modification to any EPA regulated components.
- 20) Improper product storage, setup, installation, or ventilation that is not pre-approved by the manufacturer.
- 21) Adding Non-OEM venting for airflow or engine exhaust.
- 22) Damage as the result of the use of non-original parts, components, attachments and/or accessories.

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- 23) Damage arising as the result of the failure to follow the instructions and/or indications contained in the user and maintenance manual, or in any event supplied by the manufacturer to ensure the correct installation and repair of the product.
- 24) Damage caused as the result of the continued use of the product by the client once the defect has already become apparent.
- 25) Damage or failure caused by use in an improper application.
- 26) Delay in defect notification by the client (over 30 days).
- 27) Failures caused by any act of Nature or external cause such as but not limited to collision, fire, theft, freezing, vandalism, riot, wars, lightning, earthquake, windstorm, hail, volcanic eruption, water or floods, tornado, hurricane, terrorist acts, nuclear holocaust, or any other matters which are beyond the manufacturer's control.
- 28) Products that are modified without the consent of the manufacturer.
- 29) Damage related to rodent or insect infestation.
- 30) Damage caused by untrained technicians.
- 31) Damage to AGM, Lithium or any type of battery related component caused by improper storage and lack of battery maintenance instructions.
- 32) Damage to overall product systems such as inverters, battery chargers and other related components caused by improper storage and maintenance of the product and or batteries.
- 33) Damage caused due to repairs by technicians without proper certifications and training.

### NORMAL WEAR AND TEAR OF PARTS AND COMPONENTS

This limited warranty specifically excludes consumables and wear items. Examples of items defined as consumables include but are not limited to the following:

- Engine and Hydraulic Oil
- Antifreeze
- Grease
- Filters
- Belts
- Fuel
- General Lubricants
- Seals, Seal Kits
- Hoses, Clamps and Fittings
- Batteries
- Tires
- Brake Parts
- Any part requiring replacement due to normal wear

### SPARE PARTS

Spare parts are warranted for a period of 12 months from the date of invoice.

Those spare parts subject to normal wear as specified above are not covered by the warranty terms.

Electrical parts are non-returnable without prior Trime approval. Electrical parts older than 1 year are excluded from warranty reimbursement and replacement.

### LABOR, TRAVEL TIME and MILEAGE

Trime will reimburse reasonable labor and travel as follows as long as labor and travel are a part of the product supplier warranty policy:

- Labor rate is \$75.00 per hour.
- Travel Time – not to exceed 3 hours
- Travel Distance – not to exceed 100 miles at a rate of .40 cents per mile
- Food and overnight travel are not covered

TRIME SHALL NOT BE SUBJECT TO AND HEREBY DISCLAIMS ANY OBLIGATION OR LIABILITIES ARISING FROM (I) A BREACH OF THE ABOVE WARRANTIES, OTHER THAN THE EXCLUSIVE REMEDIES EXPRESSLY SET FORTH HEREIN (II) ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS AND PARTS SOLD BY TRIME, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO; AND (III) ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONTINGENT, SPECULATIVE AND SIMILAR DAMAGES.

This warranty policy may not be changed, modified or altered whatsoever except in writing by a duly authorized officer of Trime US, Inc.

### TRIME'S WARRANTY RESPONSIBILITY:

Trime warrants to the ultimate purchaser and each subsequent purchaser that this off-road diesel engine including all parts of its emission-control system was designed, built and equipped so as to conform at the time of sale with Section 213 of the Clean Air Act and is free from defects in materials and workmanship which would cause the engine to fail to conform with applicable US EPA regulations for a period of five years from the date the engine is placed into service or 3,000 hours of operation, whichever first occurs.

Where a warrantable condition exists, Trime will repair or replace, as it elects, any part or component with a defect in materials or workmanship that would increase the engine's emissions of any regulated pollutant within the stated warranty period at no cost to you, including expenses related to diagnosing and repairing or replacing emission-related parts. Warranty coverage is subject to the limitations and exclusions set forth herein. Emission related components include engine parts developed to control emissions related to the following:

- Air-induction system
- Fuel system
- Ignition system
- Exhaust gas recirculation systems
- Aftertreatment devices
- Crankcase ventilation valves

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- Sensors
- Engine electronic control units

Trime may deny warranty claims for malfunctions or failures caused by:

- Non-performance of maintenance requirements listed in the Operator's Manual.
- The use of the engine / equipment in a manner for which it was not designed.
- Abuse, neglect, improper maintenance, improper installation, improper ventilation or unapproved modifications or alterations.
- Accidents for which it does not have responsibility or by acts of God.

To the extent permitted by law, Trime is not liable for damage to other engine components caused by a failure of an emission-related part, unless otherwise covered by standard warranty. ANY UNAUTHORIZED MODIFICATION TO THE EMISSION CONTROL SYSTEM OR COMPONENTS, INCLUDING WORK BY THOSE NOT TRAINED AND AUTHORIZED TO DO SO, WILL IMMEDIATELY VOID THE UNIT WARRANTY!

### WARRANTY PROCESSING

If a warrantable failure occurs within the definitions presented in this policy, the following procedure must be followed, or claims will not be honored:

- 1) All claims must be submitted to Trime within 30 days of a warrantable failure.
- 2) All parts shipped to a customer related to a warranty will be billed to the registered equipment dealer when the part is shipped from the Trime Warehouse.
- 3) Once a warranty claim is processed, if approved, a credit will be issued for the part that was previously billed.
- 4) If Trime provides staff and labor to do the needed repairs, Trime will submit the claim to the appropriate supplier for reimbursement.
- 5) If dealer personnel performs the repair, the dealer must submit a completed warranty claim to Trime within 30 days of the failure. The claim must be a formal work order detailing:
  - a) Brand of Machine
  - b) Model of Machine
  - c) Machine SN
  - d) Engine SN
  - e) Component SN (if applicable)
  - f) Hour Meter Reading
  - g) Detailed Description of Failure – Root Cause
  - h) Detailed Description of Remedy
  - i) Hours for repair

## EPA EMISSIONS WARRANTY STATEMENT

### U. S. AND CANADA EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

To determine if your engine qualifies for the additional warranties set forth below, look for the "Emissions Control Information" label located on the engine. If the engine is operated in the United States or Canada and the Emissions Control Information label states: "This engine complies with US EPA regulations for nonroad and stationary diesel engines", or "This engine conforms to US EPA nonroad compression-ignition regulations", refer to the "U.S. and Canada Emission Control Warranty Statement." If the engine is operated in California, and the label states: "This engine complies with US EPA and CARB regulations for nonroad diesel engines", or "This engine conforms to US EPA and California nonroad compression-ignition emission regulations", also refer to the "California Emission Control Warranty Statement."

Warranties stated on this certificate refer only to emissions-related parts and components of your engine.

The complete engine warranty, less emissions-related parts and components, is provided separately. If you have any questions about your warranty rights and responsibilities, you should contact Trime US, Inc. at (877) 978-7463.

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WARRANTY TERMS

LIGHT TOWERS				
PART	MODEL	TIME	HOURS	COVERAGE
Engine	Kubota	2 Years	2000	Parts & Labor
	Kohler	3 Years	2000	Parts & Labor
Alternator	Linz	1 Year	1000	Parts & Labor
	Mecc Alte	2 Years	UL	Parts & Labor
Light Head	Trime	5 Years	UL	Parts
Controller	Deep Sea	1 Year	UL	Parts & Labor
	ComAp	2 Year	UL	Parts & Labor
Electrical Parts	Trime	1 Year	UL	Parts
General Machine		1 Year	1000	Parts & Labor
GENERATORS				
PART	MODEL	TIME	HOURS	COVERAGE
Engines	Isuzu	1 Year	1000	Parts & Labor
	Kohler	3 Years	2000	Parts & Labor
	FPT	1 Year	UL	Parts & Labor
	Cummins	1 Year	UL	Parts & Labor
	Volvo	2 Years	3000	Parts & Labor
Alternators	Linz	1 Year	1000	Parts & Labor
	Mecc Alte	2 Years	UL	Parts & Labor
	Stamford	3 Years	UL	Parts & Labor
Controllers	Deep Sea	2 Years	UL	Parts & Labor
	ComAp	2 Years	UL	Parts & Labor
Electrical Parts	Trime	2 Years	2000	Parts
After Treatment (DEF System)	Same As Engines or Federal Mandated Terms			Parts & Labor
General Machine	Trime	2 Years	2000	Parts & Labor
FUEL TANKS				
PART	MODEL	TIME	HOURS	COVERAGE
General Machine		1 Year	UL	Parts
WASH BAYS				
PART	MODEL	TIME	HOURS	COVERAGE
General Machine		1 Year	UL	Parts