

## Limited Warranty Policies & Procedures

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## Limited Warranty Policies & Procedures

### SECTION 1.0 GENERAL POLICIES

It is ERI's intent to deliver remanufactured engines to the original customer in a condition consistent with customer expectations.

ERI warrants to the retail customer that this product shall be free from defects in materials and workmanship for months, years, hours and/or miles from date of initial installation or from 30 days from shipment from ERI, whichever comes first (reference Section 5.0 for specific product limited warranty periods).

If this product is inventoried or "unused" for 6 (six) months or more, ERI may, at its election, void the limited warranty.

#### Section 1.1 Limitations on Liability

This is a limited warranty subject to the conditions herein contained. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

ERI will repair or replace, free of charge, the defective part, component or engine, or at ERI's option, issue a credit.

The owner is responsible for the performance of regular maintenance services as specified in the OE operator's guide. In the case of a failure during the limited warranty period, maintenance records will be requested. Failure to properly maintain the vehicle may cause engine or component damage and/or contribute to premature failure. Such damage is not covered by this limited warranty. In the event of a failure, customer must cease immediately operating the engine to protect the engine from further damage.

Limited warranty is valid **only** in the continental United States and Canada. Repairs are valid only if performed at facilities pre-approved by ERI. This Limited warranty is not valid while a corresponding invoice remains unpaid for over 30 days and terminates when the customer sells, transfers or loses possession of the product.

Fuel injection equipment is not warranted against performance or emissions failure if inappropriate fuels have been used. Premature fuel injection system failure due to low lubricity diesel fuels is not covered by warranty. Any evidence that the product has fallen short of the required level of performance directly due to the use of non-acceptable fuels will render the manufacturers warranty null and void.

This limited warranty is the only limited warranty applicable to ERI products and is expressly in lieu of all other warranties, express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. ERI does not authorize any person to create for it any other obligation or liability in connection with ERI products. ERI shall not be liable for damages of any kind, whether direct, indirect, special or consequential resulting from a breach of limited warranty. This limited warranty is subject to change. Contact ERI for the most current ERI Limited warranty.

ERI does not guarantee or warranty the performance of any used parts, which the customer acquires to complete a repair. The customer's only remedy shall be any warranty the customer receives from the used part supplier.

#### Section 1.2 Verification of Engine Limited Warranty

When performing limited repairs, it is the Owners/Customers responsibility to establish that the engine is in limited warranty and to file a claim. **Until defect in ERI workmanship has been determined, all diagnostics and/or repairs are the responsibility of the vehicle owner.**

Approval and reimbursement for the time spent on warranty work is subject to ERI's receipt of a completed claim and parts. The completed claim form and parts must be sent to:

ERI  
621 7th St. S  
Oakes, ND 58474  
Fax: 701.742.2607  
Attn.: Warranty Department

#### Section 1.3 Labor Reimbursement/Standard Repair Time (SRT)

Reimbursement for warranty repairs or services is based on pre-approval from ERI and the Standard Repair Times (SRTs) published in the OE service manuals. Repairs not covered in the OE service manuals require ERI's approval of repair times and may be paid at actual time providing the request is fair, reasonable and consistent with industry practices. In all cases, ERI's final determination prevails.

(Section 1.3 continued on next page)



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The time to remove other items to gain access to a failed component is included in the applicable repair. In cases where diagnostic/trouble-shooting time associated with a warranty repair is not published, the time will be reimbursed as a warrantable expense **only** if identified properly, approved by ERI, included on the claim and the amount of time being claimed is reasonable for procedures being followed. In all cases, ERI's final determination prevails.

Time allowances do not include the time necessary to remove and reinstall special equipment not originally installed on the engine. Labor rates paid will be based on previously agreed upon rates between ERI and the repairing facility.

### Section 1.4 Freight Charges

ERI provides a call tag or bill of lading to return all ERI product. If this call tag is lost, a replacement tag will not be provided and the cost to return failed product will be at the repair location's expense. Outside freight will only be considered if ERI was not able to supply the replacement product and only at ground shipment rates. To seek reimbursement of freight charges for applicable under this program, the repair facility must include these charges on the same claim submitted for the repair. The Warranty Department reserves the right to request any applicable invoices. Mark-up on freight will not be reimbursed.

### Section 1.5 Sublet (Outside Purchase) Repairs

If it is necessary to sublet repairs because a repair facility cannot perform them, ERI will reimburse the sublet repairs at actual cost providing the cost is pre-approved by ERI and does not exceed \$60 per hour and is consistent with standard repair times. All outside/sublet charges must be explained in the claim.

### Section 1.6 Satisfactory Completion of Warranty Work - Shop Comebacks

ERI reserves the right to request the customer to take his/her engine/vehicle to a different repair facility. Proper and effective completion of limited warranty work is the responsibility of the repair facility.

### Section 1.7 Parts and/or Engine Failures

All parts related to and including any major engine replacement or repair are required to be promptly returned via the most economical method with the engine serial number on the packing slip. There is no scrap option on these parts. Engines must be complete for ERI to properly analyze them.

Fluid sample results are required for each of the following conditions:

- Engine failures involving bearings, crankshaft and camshaft must be returned with sample results from a 0.5L (1 pt) sample of the engine lubricating oil, oil filter.

Failure to submit the required sample results may result in claim denial.

### Section 1.7A Other Provisions

Receipts covering the performance of regular maintenance must be retained in the event that questions arise concerning maintenance.

If ERI determines that the returned part, component or engine is found not to be defective, the repair facility/owner will be sent a detailed report with photos if appropriate. ERI will request disposition of part, component or engine.

Claims will not be honored if ERI pre-authorization was not obtained or if inactivity exceeds time limitations (see Section 3.6.1).

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### Section 1.8 Limited Warranty Exclusions

This limited warranty shall not apply to:

1. Engines damaged in transit. Pictures of packaging may be required for any attempt to start a warranty claim for broken parts found at install.
2. Malfunctions in any part caused by any of the following:
  - Storage damage
  - Misuse such as engine or vehicle overload
  - Improper adjustment
  - Modification of the engine
  - Addition or modification of a turbo
  - Alteration
  - Misapplication\*
  - Tampering such as serial number altered, defaced or removed
  - Disconnection
  - Improper or inadequate maintenance - quality of filters, oil, etc.
  - Cavitation erosion due to poor maintenance or poor quality coolants
  - Parts used but not approved by ERI
  - Oil cooler not replaced at time of engine replacement
  - Progressive damage

*\*Misapplication includes, but is not limited to, changing horsepower from the original manufacturer's specification without ERI's endorsement.*

**Engines stored longer than 6 (six) months by a distributor or end user or in a vehicle "not in use" for 6 (six) months require maintenance. Claims arising from loss or damage due to storage or lack of use will not be reimbursed by ERI.**

1. Damage resulting from:
  - Abuse
  - Negligence
  - Accident
  - Acts of nature such as fire, freezing, lightning, earthquake, windstorm, hail, flood
  - Other acts beyond the control of ERI
2. Damage due to use of incorrect fuel for engine type.

3. Maintenance replacement parts such as: fuel filters, air filters, water filters, oil filters, antifreeze, hoses, belts, air cleaner ducting, radiator connections, gasket and seals, electric sensors, glow plugs, frost plug heaters, oil, water and/or anti-freeze.
4. Any engine on which the hour meter has been altered so that the engine's actual hours cannot be determined.
5. Engine warranty is valid for the original engine owner only. Warranty period is non-transferrable.

**Labor will not be paid for any private owner installations and/or non-ASE-certified installations. Documentation of installation procedures must be supplied.**

Limited warranty is void by unauthorized breakage or tampering with injector pump seals.

### Section 1.9 Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warrantable part will not be covered under limited warranty.

Some examples include but are not limited to:

- Towing charges
- Premium freight charges
- State/provincial and local taxes
- Travel expenses
- Lodging expenses
- Road service/calls
- Loss of revenue or use of vehicle
- Customer and overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of revenue
- Loss of perishable cargo
- General housekeeping supplies (i.e., rags, solvents, sweeper compounds, coveralls, etc...)
- Communication charges
- Repair or replacement of optional items not sold or installed by ERI, or covered by a specific manufacturer's warranty
- Loss of damage to personal property
- Commercial use or other matter not specifically included



## Limited Warranty Policies & Procedures

### **SECTION 2.0 COMPONENT PARTS LIMITED WARRANTY**

**(EXCLUDES ENGINES)**

This section outlines the limited warranty coverage, policies and procedures for component parts sold separately by ERI in the USA.

This is a limited warranty subject to the conditions herein contained. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### **Component Parts Limited Warranty**

ERI warrants any component part distributed by ERI will be free from defects in material and workmanship arising from normal use and service for twelve (12) months. Component parts limited warranty coverage is effective from the date of retail sale.

ERI's sole obligation shall be the repair or replacement, at ERI's option, of such parts, which are acknowledged by ERI to be defective. Labor costs of removal and installation will not be reimbursed by ERI unless defective part was installed by an authorized distributor/dealer.

The component part must be maintained and serviced according to the prescribed schedules outlined in the applicable maintenance manual. Receipted bills or other evidence that required maintenance and service has been performed will be required by ERI as a condition of this limited warranty.

### **Section 2.1 Limited Warranty Exclusions**

This limited warranty shall not apply to:

- Parts which have been affected by exposure to the elements or chemical influence such as road salt or industrial fallout.
- Parts damaged due to abuse, misuse, neglect, alteration or accident, or which have been improperly lubricated, repaired, or installed, or used in applications for which they were neither designed nor approved by ERI.
- Labor for removal and replacement of defective parts sold but not installed by an authorized distributor/dealer.
- Progressive damage, parts not purchased through ERI, and freight.
- Front Cover cracks at accessory locations (such as air compressors, hydraulic pumps, etc after 90 days.

Additional exclusions are:

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance service and not covered under warranty including, but not limited to: belts, filters (fuel, air, oil, water and desiccant cartridges), electronic sensors, spark plugs and glow plugs.

### **Section 2.2 Claim Procedures**

It is the owner's responsibility to validate the date of retail sale. Component part limited warranty claims require a copy of the original customer's sales receipt, and part sales invoice showing the date and proof the failed part was purchased from an authorized ERI distributor.

### **Limited Warranty Pre-Approval**

Prior to making any repairs, the owner must contact ERI's Warranty Department at (800) 884-6351 to verify limited warranty coverages, determine repair strategies, obtain a warranty pre-approval number and get immediate parts return disposition.

No reimbursement will be made without valid pre-approval. No payment will be made until all defective parts have been returned and analyzed.

### **Section 2.3 Limitations on Liability**

This limited warranty is the only limited warranty applicable to ERI products and is expressly in lieu of all other warranties, express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. ERI does not authorize any person to create for it any other obligation or liability in connection with ERI products. ERI shall not be liable for damages of any kind, whether direct, indirect, special or consequential resulting from a breach of limited warranty. This limited warranty is subject to change. Contact ERI for the most current ERI Limited warranty.

This limited warranty is void, and ERI shall not be obligated to repair or replace any component part, where the necessity of such replacement or repair, in ERI's opinion, is due in whole or in part to improper maintenance or service, modification or alteration, accident, or other misuse or abuse of the component part.

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### **SECTION 3.0 LIMITED WARRANTY REPAIR PROCEDURES**

On all parts, components or engines that have a failure, ERI must be notified prior to any repairs being performed. The following procedures must be followed:

3.1 The repair facility must verify that the part is within the limited warranty period and any diagnostic step(s) supplied by ERI to diagnose the complaint.

3.2 Following diagnosis, the repairing facility must contact ERI at (701) 742-4607 or toll free at (800) 884-6351 with complaint and/or cause of failure. The following information will be needed at the time the warranty event is reported to ERI:

- Failed engine serial number
- Contact name
- Hours when installed
- Phone number of repairing location
- Date installed
- Fax number of repairing location
- Installers name
- Year - Make - Model
- Copy of original installation R.O. or invoice
- Hours at failure
- Copy of any pertinent scheduled maintenance

3.3 If repair is classified as “minor”, i.e. water-pump, turbo, injection pump/nozzles, minor oil, fuel or water leaks, ERI will authorize repair after an estimated cost of repair is received. In cases requiring replacement parts, ERI reserves the right to supply a replacement part or component. **In all cases, parts purchased for repairs locally without ERI’s consent will be denied.** In cases of catastrophic engine failure, metal migration or other major casting damage, the engine will either be repaired at the repair facility location or the engine will be replaced.

3.3.1 ERI limits reimbursement of labor to no more than \$60 per hour.

3.4 The repair facility must notify ERI when the repairs are complete. At that time, ERI will issue a Returned Materials Authorization (RMA).

3.5 The RMA must be filled out and faxed back to ERI within 15 days of completion of the repair. All failed parts along with a copy of the completed RMA, must be shipped to ERI. **NOTE: The majority of denied claims result from failure to return parts or engines within 15 days, or failure to identify serial number on returned engine.**

3.6 In the event a warrantable failure can not be determined in the field, the engine will be returned to ERI for a plant inspection and failure determined. If warrantable, labor and freight will be covered by ERI. If not warrantable, ERI will not cover freight or other expenses. ERI labor rates are \$85 per hour for repairs performed by ERI, parts are charged at distributor purchase price from ERI.

**3.6.1 Any repair orders and/or failed parts received forty-five (45) days after the date the claim is opened will not be considered for reimbursement. Any claim that is idle for thirty (30) days will be closed and will not be eligible for reimbursement.**

3.6.2 If upon disassembly at ERI, the failed unit is found to be the responsibility of the customer, ERI will supply the repairing location with a detailed report of the findings and photos of the failed part. The distributor will be invoiced for the total repair including replacement parts, ERI’s labor time and freight. R&R labor expense will be the customer’s responsibility. ERI will only hold failed parts or engine for sixty (60) days pending disputes.

3.7 The limited warranty period remaining after units have been repaired or replaced shall be the remaining months or hours from original date of initial installation or date of original purchase from ERI. Customer to supply all hour documents.



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### ***SECTION 4.0 MANDATORY INSTALLATION REQUIREMENTS***

Engines should be installed using industry standard guidelines. Any engine failure related to faulty installation procedures will not be reimbursed by ERI.

**4.1 Oil Cooler:** Oil coolers must be replaced at the time of installation if an oil cooler was not provided with the ERI engine.

**4.2 Fuel Filters - Common Rail Systems:** all fuel filters must be installed when dry. DO NOT Prime the filter with fuel before installing.

**4.3 Cooling System/Lubrication System:** must be cleaned and inspected before re-install. Contamination sources from improperly maintained cooling systems are a high contributor to premature engine failure.

**4.4 Clean and inspect all belts, hoses, and parts transferred from the previous engine.**

### ***SECTION 5.0 MANDATORY MAINTENANCE REQUIREMENTS***

This section outlines specific maintenance procedures that must be followed and documentation that must be provided in order to obtain warranty for certain types of failures. This is not an all inclusive list, as normal maintenance intervals apply.

**5.1 Regular OE Service Intervals:** must be followed. Proof must be submitted on an as requested basis. Certain claims will be denied if this proof is not provided.

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### *SECTION 6.0 LIMITED WARRANTIES*

Subject to the limitations in the Limited Warranty, Reviva provides 100% parts and labor on qualified parts/engine(s) that fail under use and service, due to defects in workmanship or material up to the stated limited warranty period as shown below. Consumables are not covered.

### Limited Warranty - Diesel Products

| <b><i>ON HIGHWAY DIESEL ENGINES</i></b>               |  |
|---|--|
| <b>Complete Drop-In</b>                               | <b>1st Year - Complete Engine Unlimited Miles<br/>Parts &amp; Labor, glow plugs &amp; sensors 6 months<br/><br/>2nd Year - Long Block only Unlimited Miles<br/>Parts &amp; Labor</b> |
| <b>Complete Drop-In (Transit)</b>                     | <b>1 Year Unlimited Miles Parts &amp; Labor<br/>Glow plugs &amp; sensors 6 months</b>  |
| <b>Long Block Supreme/Long Block</b>                  | <b>1 Year Unlimited Miles Parts* &amp; Labor</b>   |
| <b>Short Block</b>                                    | <b>1 Year <u>OR</u> 12,000 Miles (whichever occurs first)</b>  |
| <b><i>OFF HIGHWAY DIESEL ENGINES</i></b>              |  |
| <b>All configurations/applications</b>                | <b>1 Year <u>OR</u> 2,000 Hrs (whichever occurs first)<br/>Parts &amp; Labor</b>   |
| <b><i>DIESEL COMPONENT PARTS, SOLD SEPARATELY</i></b> |  |
| <b>All (excludes engines)</b>                         | <b>1 Year Parts Only</b>   |

\*Coverage for 2nd year engines includes crankshaft, camshaft, block, head(s), rods, & pistons.

Maximum limits for labor reimbursements are as follows: \$1000.00 for engines in Agricultural, Industrial, Stationary applications and/or Class A motor homes. Parts will be reimbursed at cost. To see complete warranty details visit us at [www.reviva.com](http://www.reviva.com)