

POWER PROTECTION PLAN AGREEMENT REMANUFACTURED SERIES 60 AND MBE 4000 ENGINES

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I. INTRODUCTION

This Agreement describes the coverage provided under the Detroit Diesel* "Power Protection Plan".

The coverage provided is applicable to the product(s) described in the Agreement Registration, a separate document.

All eligible failures, as defined elsewhere in this Agreement, should be reported promptly to the Detroit Diesel Distributor or authorized Service Dealer.

II. KEY TERMS

AGREEMENT PERIOD: The Power Protection Plan coverage shall extend to the time or mileage limit, whichever occurs first, specified in the coverage.

Coverage limitations are measured from the date the engine is first placed in service or 12 months following delivery to the first retail purchaser, whichever occurs first.

CUSTOMER: The person, organization or corporation named in the Agreement Registration.

ELIGIBLE PRODUCT: Detroit Diesel remanufactured engine described in the Agreement Registration. Products eligible for this coverage are remanufactured Detroit Diesel Series 60 and MBE 4000 engines used in on-highway vehicle applications sold at retail and operated in the U.S. and/or Canada.

FAILURE: Any original or Like Replacement Part covered by the Agreement that fails to perform in normal service due to defects in material or workmanship. Original or replacement parts that fail to perform as the result of wear-out are not included under this definition.

ODOMETER OR HUBOMETER MILES: The mileage recorded on an odometer/hubometer (which has not been stopped or changed to lower mileage from actual mileage). In the case of swing engines or an odometer/hubometer that is broken, the actual mileage on the engine is to be determined from accurate and complete service records.

PARTS: Parts manufactured by, or for, and distributed by Detroit Diesel.

QUALIFIED PARTS: All genuine Detroit Diesel engine Parts except fuel injection assemblies, (and all parts within the assembly), electronic componentry (wiring harness, connections, and sensors), braking devices, accessories (i.e., generator, alternator, starter, air compressor, hydraulic pump, vacuum pump), seals, gaskets, maintenance items and replacement of parts resulting from wearout.

LIKE REPLACEMENT PARTS: New genuine Detroit Diesel Parts or remanufactured parts or components supplied or approved by Detroit Diesel that replace parts covered under this Agreement.

REPAIR: The correction by any Detroit Diesel Distributor or authorized Service Dealer during normal working hours of a defect or malfunction in an existing Detroit Diesel Part, or the replacement of that Part using new Parts or remanufactured parts supplied or approved by Detroit Diesel.

III. PROVISIONS

A. CONDITIONS

Detroit Diesel will repair any defective or malfunctioning Qualified Part(s) of each Eligible Product, in accordance with the Agreement Limitations and Adjustment Schedule applicable to the coverage, as shown in Part B – Coverages.

The "Power Protection Plan" will commence upon the expiration of the applicable standard new product warranty and shall extend to the time or odometer (hubometer) mileage limits, whichever occurs first, specified in the coverage selection. Coverage time and mileage limitations are measured from the date the engine is first placed in service or 12 months following delivery of the product to the first retail purchaser, whichever occurs first.

The "Power Protection Plan" provides only for conditions resulting from any original or Like Replacement Part covered by the Agreement that fails to perform in normal use and service due to defects in material or workmanship.

B. COVERAGES

COVERAGES FOR REMANUFACTURED SERIES 60 AND MBE 4000 ENGINES

Under the Power Protection Plan for remanufactured Series 60 and MBE 4000 engines used in on-highway vehicle applications, four options are available.

OPTION 1 – Provides coverage of 100% parts and labor on Qualified Parts that fail under normal use and service, due to defects in workmanship or material, up to 2 years or 300,000 unlimited miles (480,000 km). Coverage and coverage number is shown below:

OPTION 1 (COVERAGE SCHEDULE)					
COVERAGE NUMBER	REV NO.	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
		YEARS	MILES/KM	PARTS	LABOR
20SE9522	0701	2	200,000 mi 320,000 km	NO CHARGE	NO CHARGE
20SE9523	0701	2	300,000 mi 480,000 km	NO CHARGE	NO CHARGE
20SE952U	0701	2	NO LIMIT	NO CHARGE	NO CHARGE

OPTION 2 – Provides coverage of 100% parts and labor on Qualified Parts that fail, under normal use and service, due to defects in workmanship or material, up to 3 years or 300,000 miles (480,000 km). Coverage and coverage numbers are shown below:

OPTION 2 (COVERAGE SCHEDULE)					
COVERAGE NUMBER	REV NO.	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
		YEARS	MILES/KM	PARTS	LABOR
20SE9532	0701	3	200,000 mi 320,000 km	NO CHARGE	NO CHARGE
20SE9533	0701	3	300,000 mi 480,000 km	NO CHARGE	NO CHARGE

OPTION 3 – Provides coverage of 100% parts and labor on Qualified Parts that fail, under normal use and service, due to defects in workmanship or material, up to 4 years or 300,000 miles (480,000 km). Coverage and coverage numbers are shown below:

OPTION 3 (COVERAGE SCHEDULE)					
COVERAGE NUMBER	REV NO.	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
		YEARS	MILES/KM	PARTS	LABOR
20SE9542	0701	4	200,000 mi 320,000 km	NO CHARGE	NO CHARGE
20SE9543	0701	4	300,000 mi 480,000 km	NO CHARGE	NO CHARGE

OPTION 4 Provides coverage of 100% parts and labor on Qualified Parts that fail, under normal use and service, due to defects in workmanship or material, up to 5 years or 300,000 miles (480,000 km). Coverage and coverage numbers are shown below:

OPTION 4 (COVERAGE SCHEDULE)					
COVERAGE NUMBER	REV NO.	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
		YEARS	MILES/KM	PARTS	LABOR
20SE9552	0701	5	200,000 mi 320,000 km	NO CHARGE	NO CHARGE
20SE9553	0701	5	300,000 mi 480,000 km	NO CHARGE	NO CHARGE

All coverages include R&R labor and the replacement of service supplies (i.e. coolant, belts, and lubricating oil) when not reusable due to a covered failure.

In addition, progressive damage to any engine part resulting from the failure of a Qualified Part is covered under the above Options.

* In Canada, reference is to Detroit Diesel of Canada Limited



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C. COVERAGE LIMITATIONS

1. The replacement of normal maintenance items as outlined in the Operator's Guide (such as filters, belts, hoses, air cleaners, thermostats and fluids), and injector/valve adjustments is not covered under this Agreement.
2. Performance of engine tune-up is not included in the coverage unless required with the repair of a Qualified Part.
3. Coverage does not include parts not furnished by Detroit Diesel, or parts furnished by any other manufacturer or equipment supplier as part of the original vehicle or equipment. Examples of such parts may include air cleaners, air cleaner ducting, radiator, radiator connections.
4. Coverage does not include progressive damage to any part, including Qualified Parts, resulting from a failure of a part not covered under this Agreement.
5. Failure due to misuse, negligence, accident, alteration, lack of proper maintenance or the use of parts not approved by Detroit Diesel is not covered under this Agreement.
6. Coverage does not include failure due to chemical corrosion and physical erosion.
7. Coverage does not include repairs or replacement of Qualified Parts performed by other than an authorized Detroit Diesel service outlet, so as to affect adversely, in the judgment of Detroit Diesel, its performance and reliability.
8. Failure caused by fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water or flood is not covered under this Agreement.
9. Coverage does not include failure covered by a repairing outlet's guarantee, loss of time, loss of use of the product, towing, inconvenience, lodging, food or other consequential loss that may result from a failure.
10. Cylinder liner, piston and piston ring failures attributable to wear-out are specifically excluded from this Agreement.

The wear rate of parts in any engine, and especially those parts within the combustion area, will vary depending on operating conditions and environment. Conditions such as load, trailer configuration, road speed and road conditions, as well as the quality of air, fuel, lube oil and lube oil filters bear a direct relationship to the wear rate and resulting life of parts.

Depending upon the severity of these various conditions, parts wear and resulting failure could occur within the limitations of this coverage.

11. Coverage does not include performance complaints (including but not limited to low power, poor fuel economy etc.) unless caused by the failure of a Qualified Part.

D. CUSTOMER RESPONSIBILITIES

1. The owner is responsible for the performance of regular maintenance services as specified in the Engine Operators' Guide.
2. In the event of a failure, a customer must:
 - a. Use all reasonable means to protect the product from more damage.
 - b. Notify any authorized Detroit Diesel service outlet, as soon as possible.
 - c. Present proof of coverage to the authorized repairing outlet. (Agreement Registration).
 - d. Provide Detroit Diesel with any information required. If requested, the customer must provide Detroit Diesel the failed material for inspection.

E. GENERAL PROVISIONS

1. This Agreement will terminate when the customer sells or loses possession of the product.
2. "Power Protection Plan" coverage cannot be transferred to subsequent owners of the product.
3. This Agreement applies to a failure of Qualified Parts on eligible remanufactured Series 60 and MBE 4000 engines operated in the U.S. and Canada.
4. Like Replacement Parts or engines used to replace Qualified Parts under warranty or the Detroit Diesel "Power Protection Plan" will assume the identity of Parts replaced and be entitled to the remaining coverage, except as limited under "Coverage Limitations" (Sect. III-C).
5. Repairs under the terms of this Agreement will be performed during normal working hours at any authorized Detroit Diesel service outlet's place of business.
6. The coverages which vary, depending on the engine series and applications, can be purchased by the retail purchaser at the time of sale, from any authorized Detroit Diesel service outlet

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