

## U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement for Emergency Standby Engines Your Warranty Rights And Obligations

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### General Information

The U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2013 - 2014 engine / equipment. In the U.S., new Emergency Standby Engines must be designed, built, and equipped to meet stringent emission standards. Engines less than 25 Hp must meet requirements of 40 CFR Part 1054. Engines greater than 25 Hp and less than 130 Hp must meet requirements of 40 CFR Part 1048. B&S must warrant the emissions control system on your engine / equipment.

See Definition of appropriate use of Emergency Standby below.

The emission-related warranty covers all components whose failure would increase an engine's non-evaporative emissions of any regulated pollutant referenced below.

### Manufacturer's Warranty Coverage:

Briggs & Stratton warrants that the engine is free from defects in material and workmanship, and is also designed, built, and equipped to conform to applicable regulations under Section 213 of the Clean Air Act, from the time the engine is sold, until the expiration of its warranty period.

This warranty applies to all emission related engine components whose failure would cause engine exhaust emissions to be out of EPA compliance. Further, this warranty also applies to other engine components damaged due to the failure of any of these emissions related components.

If a warrantable emissions related component on your engine is defective, the part will be repaired or replaced by B&S at no cost to you including diagnosis, parts, and labor.

Warranty coverage period is four years from date of original purchase, and is offered to the original purchaser and each subsequent purchaser so long as Owner's Warranty Responsibilities are adhered to.

### Owner's Warranty Responsibilities:

- Warranty claims shall be filed according to the provisions of the Briggs & Stratton Warranty Policy.
- An engine may not be warrantable if subjected to abuse, misuse, neglect, improper maintenance, unapproved modifications, accidents not caused by Briggs & Stratton engines or equipment, or by acts of God.
- Only those engines used as an Emergency Stationary Engine, as defined below, are warrantable.
- You are responsible for presenting your engine / equipment to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-233-3723 or BRIGGSandSTRATTON.COM.
- If any components not scheduled for maintenance is repaired or replaced under this warranty, the new part will be warranted only for the remaining warranty period.
- If a warrantable component scheduled for maintenance fails prior to its first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such component is only warrantable until the originally scheduled maintenance period has expired.
- Add on or modified parts that are not exempted by the EPA may not be used. The use of any non-exempted add on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures or warranted parts caused by the use of a non-exempted add on or modified part.

### MANUFACTURER OF RECORD

CHONGQING PANDA MACHINERY is the Manufacturer of Record for all Environmental Protection Agency (EPA) compliance issues related to the use and performance of the engine.

### Emergency Stationary Engine Definition

An Emergency Stationary Engine is defined as any stationary internal combustion engine whose operation is limited to emergency situations and required testing and maintenance. Examples include stationary engines used to produce power for critical networks or equipment (including power supplied to portions of a facility) when electric power from the local utility (or the normal power source, if the facility runs on its own power production) is interrupted, or stationary engines used to pump water in the case of fire or flood, etc. Stationary engines used for peak shaving are not considered emergency stationary engines. Stationary engines used to supply power to an electric grid or that supply power as part of a financial arrangement with another entity are not considered to be emergency engines. Emergency stationary ICE may be operated for the purpose of maintenance checks and readiness testing, provided that the tests are recommended by Federal, State or local government, the manufacturer, the vendor, or the insurance company associated with the engine. Maintenance checks and readiness testing of such units is limited to 100 hours per year. There is no time limit on the use of emergency stationary engines in emergency situations. The owner or operator may petition the Administrator for approval of additional hours to be used for maintenance checks and readiness testing, but a petition is not required if the owner or operator maintains records indicating that Federal, State, or local standards require maintenance and testing of emergency ICE beyond 100 hours per year. Emergency stationary ICE may operate up to 50 hours per year in non-emergency situations, but those 50 hours are counted towards the 100 hours per year provided for maintenance and testing. The 50 hours per year for non-emergency situations cannot be used for peak shaving or to generate income for a facility to supply power to an electric grid or otherwise supply power as part of a financial arrangement with another entity. For owners and operators of emergency engines, any operation other than emergency operation, maintenance and testing, and operation in non-emergency situations for 50 hours per year, as permitted above is prohibited.