



## Limited Warranty Policies & Procedures

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## Limited Warranty Policies & Procedures

### **SECTION 1.0 GENERAL POLICIES**

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

Reviva 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 Reviva, whichever comes first (reference Section 4.0 for specific product limited warranty periods). **To receive warranty coverage, all engines must be registered within 30 days from date of shipment from Reviva.**

If this product is inventoried or "unused" for 6 (six) months or more, Reviva 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.

Reviva will repair or replace, free of charge, the defective part, component or engine, or at Reviva'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, the Reviva engine or component may cause or substantially contribute to premature damage. 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 Reviva. 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 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 Reviva 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. Reviva does not authorize any person to create for it any other obligation or liability in connection with Reviva products. Reviva 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 Reviva for the most current Reviva Limited warranty.

Reviva 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 Reviva 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 Reviva's receipt of a completed claim and parts. The completed claim form and parts must be sent to:

**Reviva**  
**5130 Main Street NE**  
**Fridley, MN 55421**  
**Fax: (763) 390-3145**  
**Attn.: Warranty Department**

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

Reimbursement for warranty repairs or services is based on pre-approval from Reviva and the Standard Repair Times (SRTs) published in Ford, CAT, Cummins, Chilton's Repair manuals or Mitchell Motor manuals. Repairs not covered in the Chilton's Repair manuals or Mitchell Motor manuals require Reviva'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, Reviva'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 Reviva, included on the claim and the amount of time being claimed is reasonable for procedures being followed. In all cases, Reviva's final determination prevails.

Dynamometer testing is allowed when required to diagnose low power, overheating or vibrations **prior** to repair. Procedures must be explained in the claim. Road testing to diagnose a problem is allowed when performed prior to repair.

The Chilton's Repair manuals or Mitchell Motor manuals are an explanation of each operation to define the extent of the repairs. The allowances are based on the actual time required to perform the operation under normal workshop conditions, with an average mechanic's efficiency, using recommended procedures and special tools as required.

**The time required to prepare the engine, obtain the tools and other necessary materials to complete the job are included. 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 Reviva and the repairing facility.**

### Section 1.4 Freight Charges

To seek reimbursement of freight charges 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. Reviva will only pay for ground shipments.

Note: Reviva will audit claims submitted for reimbursement under this policy. Claims not found to be in compliance with this policy will be charged back to the repair facility.

### Section 1.5 Sublet (Outside Purchase) Repairs

If it is necessary to sublet repairs because a repair facility cannot perform them, Reviva will reimburse the sublet repairs at actual cost providing the cost is pre-approved by Reviva and is fair, reasonable and consistent with industry practice. All outside/sublet charges must be explained in the claim.

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

Reviva 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 claim number indicated on the packing slip. There is no scrap option on these parts. Engines must be complete for Reviva 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 and the oil filter.
- Engine failures involving scoring, charring and/or seizure of the pistons or cylinders must be returned with sample results from two (2) 0.5 L (1 pt) fuel samples, one (1) from the injection pump and one (1) from the fuel tank. Label each sample result clearly to indicate source and claim number.

**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 Reviva 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. Reviva will request disposition of part, component or engine.

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

## Limited Warranty Policies & Procedures

### Section 1.8 Limited Warranty Exclusions

This limited warranty shall **not** apply to:

1. Engines that are not properly registered within 30 days of shipment from Reviva.
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 Reviva
  - 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 Reviva'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 Reviva.**

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

4. 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.
5. Any engine on which the odometer mileage has been altered so that the engine's actual mileage cannot be determined.

Labor will not be paid on private owner installations and non-ASE-certified installations.

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 Reviva, 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 Reviva 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**

Reviva warrants any component part distributed by Reviva 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.

Reviva's sole obligation shall be the repair or replacement, at Reviva's option, of such parts, which are acknowledged by Reviva to be defective. Labor costs of removal and installation will not be reimbursed by Reviva 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 Reviva 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 Reviva.
- Labor for removal and replacement of defective parts sold but not installed by an authorized distributor/dealer.
- Progressive damage, parts not purchased through Reviva, and freight.

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 Reviva distributor.

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

Prior to making any repairs, the owner must contact Reviva's Warranty Department at (888) 942-8744 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 and warranty claim number.

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

This limited warranty is the only limited warranty applicable to Reviva 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. Reviva does not authorize any person to create for it any other obligation or liability in connection with Reviva products. Reviva 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 Reviva for the most current Reviva Limited warranty.

This limited warranty is void, and Reviva shall not be obligated to repair or replace any component part, where the necessity of such replacement or repair, in Reviva'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.



## Limited Warranty Policies & Procedures

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

On all parts, components or engines that have a failure, Reviva 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 then use the Diagnostic Guide(s) supplied by Reviva to diagnose the complaint. NOTE: Contact Reviva for copies of the Diagnostic Guide(s) or visit Reviva's website at [www.reviva.com](http://www.reviva.com).

3.2 Following diagnosis, the repairing facility must contact Reviva at (763) 971-6243 or toll free at (888) 942-8744 with complaint and/or cause of failure. The following information will be needed at the time the warranty event is reported to Reviva:

- Failed engine serial number
- Contact name
- Odometer when installed
- Phone number of repairing location
- Date installed
- Fax number of repairing location
- Installers name
- Signed copy of Diagnostic Guide indicating steps taken
- Year - Make - Model
- Copy of original installation R.O. or invoice
- Odometer 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, Reviva will authorize repair after an estimated cost of repair is received. In cases requiring replacement parts, Reviva reserves the right to supply a replacement part or component. **In all cases, parts purchased for repairs locally without Reviva'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 Labor rate used will be the repair facility pre-agreed rate with Reviva, providing repairs are handled at the distributor's location.

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

3.5 The RMA must be filled out and faxed back to Reviva within 15 days of completion of the repair. All failed parts along with a copy of the completed RMA, must be shipped to Reviva. **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 Reviva for a plant inspection and failure determined. If warrantable, labor and freight will be covered by Reviva. If not warrantable, Reviva will not cover freight or other expenses. Reviva labor rates are \$85 per hour for repairs performed by Reviva, parts are charged at distributor purchase price from Reviva.

3.6.1 Any repair orders and/or failed parts received ninety (90) days after completion of repair will not be considered for reimbursement.

3.6.2 If upon disassembly at Reviva, the failed unit is found to be the responsibility of the customer, Reviva 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, Reviva's labor time and freight. R&R labor expense will be the customer's responsibility. Reviva will only hold failed parts or engine for sixty (60) days pending disputes.

3.6.3 Reviva labor rates will be based on original installation invoice or \$85 per hour for repairs performed by Reviva, parts are charged at distributor purchase price from Reviva.

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



## Limited Warranty Policies & Procedures

### **SECTION 4.0 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>ON HIGHWAY DIESEL ENGINES</b>	
<b>Complete Drop-In</b>	<b>1st Year - Complete Engine Unlimited Miles 100% Parts &amp; Labor</b>  <b>2nd Year - Long Block only Unlimited Miles 100% Parts &amp; Labor</b>
<b>Long Block Supreme/Long Block</b>	<b>1 Year Unlimited Miles 100% Parts &amp; Labor</b>
<b>Short Block</b>	<b>1 Year <u>OR</u> 12,000 Miles (whichever occurs first)</b>
<b>OFF HIGHWAY DIESEL ENGINES</b>	
<b>All configurations/applications</b> <small>*excludes skidsteer &amp; refrigeration applications, see below</small>	<b>1 Year <u>OR</u> 2,000 Hrs (whichever occurs first)</b> <b>100% Parts &amp; Labor</b>
<b>SKIDSTEER DIESEL ENGINES</b>	
<b>All Configurations/Applications</b>	<b>6 Months Unlimited Hours, Parts &amp; Labor</b>
<b>REFRIGERATION DIESEL ENGINES</b>	
<b>All Configurations</b>	<b>1 Year Unlimited Hours, Parts &amp; Labor</b>
<b>DIESEL COMPONENT PARTS, SOLD SEPARATELY</b>	
<b>All (excludes engines)</b>	<b>1 Year</b>

Maximum limits for labor reimbursements are as follows: \$850.00 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)



### Limited Warranty Policies & Procedures

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 - Gas Products

<b>ON HIGHWAY GAS ENGINES</b>	
<b>Complete Drop-In &amp; Long Block Supreme</b>	<b>1st year Complete Engine 3 Years OR 75,000 Miles (whichever occurs first) 100% Parts &amp; Labor</b> <b>2nd &amp; 3rd year Long Block only 3 Years OR 75,000 Miles (whichever occurs first) 100% Parts &amp; Labor</b>
<b>OFF HIGHWAY GAS ENGINES</b>	
<b>All configurations</b>	<b>1 Year OR 2,000 Hrs (whichever occurs first) 100% Parts &amp; Labor</b>
<b>GAS COMPONENT PARTS, SOLD SEPARATELY</b>	
<b>All (excludes engines)</b>	<b>1 Year</b>

Maximum limits for labor reimbursements are as follows: \$850.00 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)