

SERIES 50 AND 60 USED TRUCK ENGINE POWER PROTECTION PLAN AGREEMENT

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I. INTRODUCTION

This Agreement describes the coverage provided under the Detroit Diesel Corporation (DDC)* "Series 50 and 60 Used Truck Engine Power Protection Plan."

The coverage provided is applicable to the engine(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 Corporation Distributor or authorized Service Dealer from whom this Agreement was purchased or, if more convenient, to any other authorized DDC service outlet.

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 sale date of the used truck.

CUSTOMER: The person, organization or corporation named in the Agreement Registration. This coverage is limited to the original purchaser of the coverage and is non-transferable.

ELIGIBLE PRODUCT: Detroit Diesel engine described in the Agreement Registration. Products eligible for this coverage are Detroit Diesel Series 50 and 60 engines in used on-highway vehicles, operated in the U.S. and Canada and which meet the DDC eligibility requirements set forth in the Series 50 and 60 Used Truck Engine Inspection/Certification Form.

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 or for Detroit Diesel Corporation.

QUALIFIED PARTS: All genuine DDC engine Parts except: injector assemblies, (and all parts within the assembly) wiring harness, connections, sensors, braking devices, generator, alternator, starter, air compressor, hydraulic pump, vacuum pump, seals, gaskets and maintenance items.

LIKE REPLACEMENT PARTS: New genuine DDC Parts or remanufactured Parts approved by DDC that replace parts covered under this Agreement.

REPAIR: The correction by a DDC Distributor or authorized Service Dealer of a defect or malfunction in an existing DDC Part, or the replacement of that Part using new genuine Parts or remanufactured parts supplied or approved by DDC. Repairs will be performed during normal business hours.

III. PROVISIONS

A. CONDITIONS

Detroit Diesel Corporation (DDC)* 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 "Series 50 and 60 Used Truck Engine Power Protection Plan" will commence upon the date of sale of the used truck, 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 of sale of the used truck, and the odometer/hubometer mileage at that time.

* In Canada, reference is to Detroit Diesel of Canada Limited 20SE300 (0304)

The "Series 50 and 60 Used Truck Engine Power Protection Plan" provides 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

COVERAGE FOR USED TRUCK ENGINES

Under the Series 50 and 60 Used Truck Engine Power Protection Plan, four (4) options are available.

OPTION 0 - For engines in trucks less than 5½ years old and 550,000 miles (880 000 km) This option provides coverage of 100% parts and labor on Qualified Parts that fail under normal use and service, due to defects in workmanship or material and which meet the DDC eligibility requirements set forth in the Series 50 and 60 Used Truck Engine Inspection/Certification Form for up to 24 months or 200,000 miles (320 000 km) from date of sale of the used truck.

Coverage and coverage number is shown below:

COVERAGE NUMBER	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
	MONTHS	MILES/KM	PARTS	LABOR
UT65	6	50,000 mi 80 000 km	NO CHARGE	NO CHARGE
UT121	12	100,000 mi 160 000 km	NO CHARGE	NO CHARGE
UT242	24	200,000 mi 320 000 km	NO CHARGE	NO CHARGE

Coverage includes R&R labor when required to perform a covered repair, and the replacement of service supplies (i.e. coolant, filters & lubricating oil) when not reusable due to a covered failure.

Progressive damage to any Qualified Part resulting from the failure of a Qualified Part is covered under Option 0. See Section C for coverage limitations.

OPTION 1 - For engines in trucks less than 6½ years old and 650,000 miles (1040 000 km). This option provides coverage of 100% parts and labor on Qualified Parts that fail under normal use and service, due to defects in workmanship or material and which meet the DDC eligibility requirements set forth in the Series 50 and 60 Used Truck Engine Inspection/Certification Form for up to 24 months or 200,000 miles (320 000 km) from date of sale of the used truck.

Coverage and coverage number is shown below:

COVERAGE NUMBER	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
	MONTHS	MILES/KM	PARTS	LABOR
UT65	6	50,000 mi 80 000 km	NO CHARGE	NO CHARGE
UT121	12	100,000 mi 160 000 km	NO CHARGE	NO CHARGE
UT242	24	200,000 mi 320 000 km	NO CHARGE	NO CHARGE

Coverage includes R&R labor when required to perform a covered repair, and the replacement of service supplies (i.e. coolant, filters & lubricating oil) when not reusable due to a covered failure.

Progressive damage to any Qualified Part resulting from the failure of a Qualified Part is covered under Option 1. See Section C for coverage limitations.

OPTION 2 - For engines in trucks less than 7½ years old and 750,000 miles (1200 000 km). This option provides coverage of 100% parts and labor on Qualified Parts that fail under normal use and service, due to defects in workmanship or material and which meet the DDC eligibility requirements set forth in the Series 50 and 60 Used Truck Engine Inspection/Certification Form for up to 24 months or 200,000 miles (320 000 km) from date of sale of the used truck.

Coverage and coverage number is shown below:

COVERAGE NUMBER	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
	MONTHS	MILES/KM	PARTS	LABOR
UT65	6	50,000 mi 80 000 km	NO CHARGE	NO CHARGE
UT121	12	100,000 mi 160 000 km	NO CHARGE	NO CHARGE
UT242	24	200,000 mi 320 000 km	NO CHARGE	NO CHARGE

Under this option the engine connecting rod bearings must be changed at the time of inspection, in order to qualify for the coverage.

Coverage includes R&R labor when required to perform a covered repair, and the replacement of service supplies (i.e. coolant, filters & lubricating oil) when not reusable due to a covered failure.

Progressive damage to any Qualified Part resulting from the failure of a Qualified Part is covered under Option 2. See Section C for coverage limitations.



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OPTION 3 – For engines in trucks less than 10 years old and 1,000,000 miles (1600 000 km) of use. This option provides coverage of 100% parts and labor on "Major Components" that fail under normal use and service, due to defects in workmanship or material, up to 12 months or 100,000 miles (160 000 km) from date of sale of the used truck. The "Major Components" are:

- Cylinder Block
- Crankshaft
- Camshaft
- Cylinder Head Casting
- Main Bearing Bolts
- Gear Case & Cover
- Gear Train Gears
- Oil Pan
- Balance Weight
- Flywheel Housing
- Connecting Rod Assemblies
- Oil Cooler Housing
- Water Pump Housing
- Air Inlet Housing
- Rocker Arms
(less bushings & rollers)
- Thermostat Housing

Coverage and coverage number is shown below:

OPTION 3 (COVERAGE SCHEDULE)				
COVERAGE NUMBER	AGREEMENT LIMITATIONS		ADJUSTMENT CHARGE TO BE PAID BY CUSTOMER	
	MONTHS	MILES/KM	PARTS	LABOR
UTMC	12	100,000 mi 160 000 km	NO CHARGE	NO CHARGE

Coverage includes R&R labor when required to perform a covered repair, and the replacement of service supplies (i.e. coolant, filters & lubricating oil) when not reusable due to a covered failure.

Progressive damage to any engine part resulting from the failure of a "Major Component" listed above is covered under Option 3. See Section C for coverage limitations.

C. COVERAGE LIMITATIONS

- Coverage does not include performance complaints (including, but not limited to low power, poor fuel mileage, oil consumption, etc.)
- This coverage does not include the normal replacement of maintenance items (such as belts, hoses, oil, oil filters, antifreeze, water filters, fuel filters).
- Performance of engine tune-up is not included in the coverage unless required due to the failure of a Qualified Part.
- Coverage does not include parts not furnished by DDC, 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.
- Coverage does not include progressive damage to any part, including Qualified Parts, resulting from a failure of a part not covered under this Agreement.
- Repair due to misuse, negligence, accident, alteration, modifications exceeding DDC specifications, storage damage, lack of proper maintenance or the use of parts not approved by DDC is not covered under this Agreement.
- Coverage does not include failure due to chemical corrosion and physical erosion.
- Coverage does not include repairs or replacement of Qualified Parts performed by other than an authorized DDC service outlet, so as to affect adversely, in the judgment of DDC, its performance and reliability.
- Failure caused by fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water or flood is not covered under this Agreement.
- Coverage does not include failure covered by a repairing outlet's guarantee, loss of time, loss of use of the product, inconvenience, lodging, food or other consequential loss that may result from a failure.

- Normal wear-out of parts is 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, fuel filters, 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.

- Coverage does not include towing, overtime, mechanic's travel time and/or mileage.

D. CUSTOMER RESPONSIBILITIES

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

E. GENERAL PROVISIONS

- This coverage must be purchased at the time of sale of the used truck to the retail customer. The sale date must be within 12 months of the approval date of the Series 50 and 60 Used Truck Engine Inspection/Certification Form.
- This Agreement will terminate when the customer sells or loses possession of the product.
- "Power Protection Plan" coverage which has been purchased at retail by the owner may be transferred to subsequent owners of the product. The coverage transferred is limited to the time remaining on the unused portion of the coverage.
In order to have a valid transfer, the owner must supply the subsequent owner with his copy of the Agreement Registration form. The new owner must complete the Transfer of Coverage portion of the Agreement Registration within ten days, and forward the Agreement Registration and applicable "transfer fee" directly to: Detroit Diesel Corporation, 13400 Outer Drive, West, Detroit, Michigan 48239-4001 – Attn: Warranty Administration, "P3" (A-5).
- The previous owner shall transfer to the new owner, all available service records, repair orders, and other such related documents.
- This Agreement applies to a failure of Qualified Parts on eligible Series 50 and 60 engines operated in the U.S. and Canada.
- Like Replacement Parts used to replace Qualified Parts under this Agreement will assume the identity of Parts replaced and be entitled to the remaining coverage if any, except as limited under "Coverage Limitations" (Sect. III.-C).