



U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

INFORMATION ACT (FOIA) 5 U.S.C. 552(B)

Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

(6) FOR AGENCY USE ONLY 100148

Date Received

01-DEC-2016
FEB - 7 2017

Repository ☐

Reference No.
10929428

OWNER INFORMATION (Type or Print)

Name

Address

City GLASSBORO

State NJ

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

Make
FOREST RIVER

Model
GEORGETOWN

Model Year
2012

Date Purchased

2012

Dealer's Name and Telephone Number

Dylans Rv Center 856 228-0090

Engine:
No: Cylinders

Fuel Type:

Original Owner

☒

Dealer's City

Sewell

State

NJ

Zip Code

08080

Transmission Type

☐ Antilock Brakes

Powertrain

Multiple Failure:

Incident Date(s)

12-AUG-2016

☐ Cruise Control

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Code: 110000 ELECTRICAL SYSTEM

Failure Mileage
12000

Failure Speed
50

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☒ Yes ☐ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

Narrative Description of Incident(S), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2012 FOREST RIVER GEORGETOWN. WHILE DRIVING APPROXIMATELY 50 MPH, SMOKE APPEARED FROM THE PASSENGER SIDE OF THE RV. THE SMOKE DISSIPATED INDEPENDENTLY. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE CIRCUIT BOARD NEEDED TO BE REPAIRED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE VIN WAS UNKNOWN. THE APPROXIMATE FAILURE MILEAGE WAS 12,000.

- 1 Transfer Switch Failed
- 2 Hinges Fr. Door 2 Cabinets
- 3 Slide out sofa Chair, Failed
- 4 lost sound on T.V.
- 5 Frig never gets cold,
- 6 large (slide out) shakes & trembles

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.



Forest River, Inc.

55470 County Road 1, P.O. Box 3030, Elkhart, Indiana 46515-3030

IMPORTANT SAFETY RECALL

Date: February 16, 2016

National Highway Traffic Safety Administration Recall Number: 15V798

Transport Canada Recall Number: 2015-581

Forest River Campaign Recall Number: [REDACTED]

[REDACTED]
GLASSBORO NJ [REDACTED]
1F66F5DY5C0 [REDACTED]

This Notice Applies to Your Vehicle/Trailer VIN listed on the label above.

Dear Forest River Customer:

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. Forest River – Office of Corporate Compliance has decided that a defect, which relates to the motor vehicle safety, exists in certain 2007 through 2015 model year Forest River Class “A” and Class “C” recreational vehicles with electric double and triple steps.

Forest River is recalling the defect model(s) to ensure the safety of our retail consumers. Your cooperation of getting your vehicle/trailer recall remedy completed is extremely important to Forest River and the National Highway Traffic Safety Administration. By completing your recall notice with your dealer, you will have made the Nation’s highways and campgrounds safer, one family at a time.

What is the defect?

According to the Part 573 Report filed by Lippert Components, Inc. (Lippert), 15E078, potential structural fracture of the center bolt of the fan gear assembly may cause the fan gear assembly to disengage from the steps.

Evaluation of the risk to the vehicle/towable related to the recall.

According to the recall report filed by Lippert Components, Inc., 15E078, if the center bolt of the fan gear assembly fractures, the fan gear assembly may disengage from the steps making the steps unstable, possibly causing a person to fall and resulting in injury.

What is Forest River and Lippert Components and our Dealerships going to do?

The replacement parts for your vehicle are available now.

Forest River is notifying dealerships of the recall. You may have the recall remedied at any Forest River dealership, however it is preferable if you have your selling dealership perform the remedy. Your cost for the remedy is completely covered by Lippert Components, Inc., you will not receive any bill of sale for anything covered under the above recall number.



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IMPORTANT SAFETY RECALL

What should you do?

Please call your dealer without delay and request a service appointment. Forest River wants you to have this safety recall completed on your vehicle. The vehicle owner is responsible for making arrangements to have the work completed. Please mention you have been notified by Forest River of having a recall in process for your vehicle and provide the recall number and Forest River Campaign Number for the dealership. You do not need the Owner's Letter to have your vehicle remedied. It is however, helpful to the dealership to receive this copy when you take your vehicle/towable in for the recall remedy.

You may also visit: www.forestriverinc.com for dealer locations.

Please note: Federal law requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

How long will the remedy process take?

The estimated time of repair is .5 hours. However, the dealership may need to keep your unit for a period of time in order to fit into their normal service schedule. Please maintain contact with your dealer if you desire on the status of repairs.

What if you have previously paid for repairs to your vehicle for this specific condition?

If you have previously paid for a repair that addresses the issue described in this letter, you still need to have this recall performed to ensure the correct parts and procedures were used.

Additionally, you may be eligible for a refund of previously paid repairs. Refunds will only be provided for service completed directly involved and described in this letter.

Please contact the below to the following address:

Lippert Components, Inc.
Customer Service & Aftermarket Sales
1902 West Sample Street
South Bend, Indiana 46619
(574) 537-8900

What if you no longer own this vehicle?

If you no longer own this vehicle, and have the address for the current owner, please forward this letter to the new owner. You have received this letter because government regulations require that a notification be sent to the last known owner of record. Our records indicate that you are the current owner.



Forest River, Inc.

55470 County Road 1, P.O. Box 3030, Elkhart, Indiana 46515-3030

IMPORTANT SAFETY RECALL

Can further assistance be offered to you?

If you have difficulties getting your vehicle repaired promptly, please maintain contact with your dealership. If you still have concerns, please contact Lippert Components, Inc., and/or review the F.A.Q. Bulletin included with this letter.

If you are still having difficulty getting your vehicle/towable repaired in a reasonable amount of time or without change, you may write to the following address:

Administrator
National Highway Traffic Safety Administration
1200 New Jersey Ave, S.E.
Washington, D.C. 20590

Or you may call the toll free Vehicle Safety
Hotline at 1-888-327-4236 or
(TTY: 1-800-424-9153)
Or visit www.safercar.gov and search
Recall ID: 15V798

Head of Recalls
Motor Vehicle Safety Investigations Laboratory
Transport Canada
80 Noël street, Gatineau, Quebec, J8Z 0A1

Telephone (819) 994-3240
Facsimile (819) 994-3372

Recall ID: 2015-581

Sincerely,

Forest River, Inc.
Engineer & Director
Office of Corporate Compliance



Dylans RV Center
2190 Delsea Dr
Sewell NJ USA 08080
Phone #: (856) 228-0090
Fax #: (856) 228-9030

Invoice Number: [REDACTED]

Tag Number: 833

Date and Time In: 9/1/2015 - 9:01 AM

Date and Time Out: 7/13/2015 - 9:27 AM

Promised Date - Time: 7/13/2015 - 9:27 AM

Cashed Out Date:

Date Appointment Initiated: 7/18/2015

Service Advisor: (9246) Lisa White



7549

Home: [REDACTED] Cell: [REDACTED]

GLASSBORO NJ [REDACTED]

Veh Info: 1165 13 FOREST RIVER GT335 MH PARFAIT

Serial Numbers: 1F66F5DY5C0 [REDACTED]

In-Srv: [REDACTED] Miles/Hrs In: 11086 Out: 11086 Plate #:

Color: E PARFAIT

Int:

Repair	Hrs	VIN	Requested Repair Description	Mech #	Type	Labor	Discount	Total
1	1.30	[REDACTED]	REFRIDGERATOR - NOT COLD WHEN PLUGGED IN. ONLY COOLS WHEN ON PROPANE CAUSE: DIAGNOSED CHECKED ALL WIRING AND FOUND FOUND FRIDGE TO HAVE A BAD GROUND (CHAFFED WIRE) CORRECTION: REPAIRED WIRING	212	Warranty	INC	INC	INC
2	0.50	[REDACTED]	AUTH# [REDACTED] NO SOUND ON MAIN TV CAUSE: DEFECTIVE DVD PLATER (DVD PLAYER IS BUILT INTO SURROUND SOUND) CORRECTION: R & R SURROUND SOUND	212	Warranty	INC	INC	INC
3	0.00	[REDACTED]	LARGE LIVING ROOM SLIDE WIGGLES WHILE GOING OUT. SLIDE HAS BEEN ADJUSTED BEFORE. CAUSE: NO MORE ADJUSTMENT ON SLIDE. OPERATION IS NORMAL		Retail	\$0.00	\$0.00	\$0.00

Repair	Part #	Description	Qty	Selling Price	Extended Discount	Extended Price
2	3510572	SURROUND SOUND SYSTEM-W/ DVD PLAYER	1.00			INC

Pay Type CC # Amount

Signature: _____
I AGREE TO PAY THE ABOVE TOTAL AMOUNT
Cashed Out By:
Cash Out Date:
Cash Drawer:

Parts Total: \$0.00
Core Total: \$0.00
Freight Total: \$0.00
Sublet Total: \$0.00
Labor Total: \$0.00
- Labor Discount: \$0.00
Other Charges: \$0.00
Shop Supplies: \$0.00
Sub Total: \$0.00
- Parts Discount: \$0.00

Ext Price: \$0.00
Sales Tax: \$0.00
Total: \$0.00
- Deductible: \$0.00
Deposits: \$0.00
Amount Due: \$0.00
Amt Tendered: \$0.00
Chg Returned: \$0.00



Dylans RV Center
2190 Delsea Dr
Sewell NJ USA 08080
Phone #: (856) 228-0090
Fax #: (856) 228-9030

Invoice Number: [REDACTED]

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Service Advisor: (9246) Lisa White

DYLAN'S RV CENTER SERVICE DISCLAIMER..... The owner is responsible for any additional charges that may occur and would not be otherwise covered under an existing factory or extended warranty. Dylans RV Center will notify customer(s) as to the potential expense due by the customer and will not move forward with any repair order until work is approved by the customer. Dylans RV Center is not responsible for any loss or damages to customers vehicle (RV/Trailer) or any articles left in the possession of the unit while in for repair. Dylans RV is also not responsible for any & all food left in the refrigerator/freezers of units while here for service repairs. We ensure that every RV/Trailer is fully locked & powered off at all times while not being serviced but require customers to carry vehicle insurance for any unforeseen circumstances beyond Dylans RV Center's control. There will be a \$25 a day charge fee for any RV/Trailer left longer than 7 days after notification that work has been completed. Dylans RV Center is a manufacturer authorized full service repair center for all coach/trailer manufacturers. Any and all chassis repair work can be arranged by Dylans RV Center and done by the closest authorized chassis repair facility. Chassis repairs are warrantied by the respective chassis repair facility. By signing below, you authorize Dylans RV Center to work on your unit, diagnose problems, and once notified of expense to customer, to allow Dylans RV Center to repair your unit. There will be a \$169.00 diagnostic fee on all units that were not purchased from Dylans RV Center and/or not covered by manufacturer warranty. All service work shall be paid for in full at the time of completion of services. Should warranty coverage acceptance be pending, and the customer wishes to take his or her unit after completion of repairs, it is the expectation that all money will be paid by the customer and reimbursed in part or full should factory or extended warranty intend and notify Dylans RV Center of coverage of the reimbursed costs of parts and labor. Factory and extended warranty claims will be made by the warranty administrator at Dylans RV Center representing said customer. Partial or full reimbursement to customer by way of company check will be given within 7 business days following notification from the warranty company of intended coverage.

Mr./Mrs. _____ Date _____

<u>Pay Type</u>	<u>CC #</u>	<u>Amount</u>	Parts Total:	\$0.00	Ext Price:	\$0.00
			Core Total:	\$0.00	Sales Tax:	\$0.00
			Freight Total:	\$0.00	Total:	\$0.00
			Sublet Total:	\$0.00	- Deductible:	\$0.00
			Labor Total:	\$0.00	- Deposits:	\$0.00
			Labor Discount:	\$0.00	Amount Due:	\$0.00
			Other Charges:	\$0.00	Amt Tendered:	\$0.00
			Shop Supplies:	\$0.00	Chg Returned:	\$0.00
			Sub Total:	\$0.00		
			- Parts Discount:	\$0.00		

Signature: _____		
I AGREE TO PAY THE ABOVE TOTAL AMOUNT		
Cashed Out By:		
Cash Out Date:		
Cash Drawer:		

CUSTOMER COPY	
---------------	--

Signature: _____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT

Cashed Out By:

Cash Out Date:

Cash Drawer:



**Cummins
Power Systems,
LLC**

WWW.POWERSYSTEMS.CUMMINS.COM

CORE CHARGE WILL NOT BE FULLY REFUNDED IF CORE IS
NOT RETURNED IN 45 DAYS

BRISTOL BRANCH
2727 FORD RD.
BRISTOL, PA 19007-
(215)785-6005

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 786567
Philadelphia, PA 19178-6567

BILL TO

SEWELL, NJ

PAGE 1 OF 3

*** CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE		ENGINE MODEL		PUMP NO.		EQUIPMENT MAKE	
31-OCT-2016 10:34AM				29-OCT-2016		HGJAB				ONAN	
CUSTOMER NO.		SHIP VIA		FAIL DATE		ENGINE SERIAL NO.		CPL NO.		EQUIPMENT MODEL	
[REDACTED]				28-OCT-2016		[REDACTED]		1038J		GENSET	
REF. NO.		SALESPERSON		PARTS DISP.		MILEAGE/HOURS		PUMP CODE		UNIT NO.	
[REDACTED]										GENSET 2	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION			PRODUCT CODE		UNIT PRICE		AMOUNT

OSN/MSN/VIN

NA

COMPLAINT

CAUSE

T/SHOOT FAULT CODE 14, SMOKE AND UNIT SHUTDOWN
CONTROL BOARD SHORTED/ BURNT (SMOKE)
ROTOR SHORTED TO GROUND
MAGNETOS - HIGH RESISTANCE
500 HR SERVICE DUE TO CONDITIONS OF MAINTANCE ITEMS, AIR FILTER DIRTY,
SPARK PLUGS FOULED, OIL IS DIRTY.
BRUSH BLOCK IS WORN.
BELT IS CRACKED AND TENSIONER IS WORN.

CORRECTION

ADMINISTRATIVE TIME-OPEN/CLOSE REPAIR ORDER(SHOP)
TS FC14(OVERFREQUENCY)
TEST RUN GENERATOR WITHOUT LOAD
TS FC13(UNDERVOLTAGE)
TS STARTS BUT STOPS WHEN SWITCH RELEASED
LUBRICATING OIL SYSTEM - DRAIN AND FILL
AIR CLEANER ELEMENT - R&I
FUEL FILTER - R&I
VALVES (ALL) - ADJUST
SPARK PLUG - R&I
BRUSH BLOCK - R&I
PCB CONTROL BOARD - R&I
MAIN ROTOR - R&I
MAGNETO,IGNITION - R&I
SELF TENSIONER, BELT - R&I
TEST RUN GENERATOR WITH LOAD BANK

COVERAGE

CUSTOMER BILLABLE

DIAGNOSTIC CHARGE:				286.20
1	0 122-0836	FILTER-OIL (TEXT)	ONAN	6.69
1	0 149-2341-01	FILTER-FUEL	ONAN	9.65
1	0 140-3116	ELEMENT-AIR CLNR	ONAN	8.39

Completion date : 27-Nov-2016 03:43PM. Estimate expires : 30-Nov-2016 10:21AM.

Federal I.D.# 26-1377221

TERMS: NET 10TH PROX unless otherwise specified. SHIPPING: FOB Shipping point unless
otherwise specified. A SERVICE CHARGE OF 1 1/2% PER MONTH (EFFECTIVE RATE OF 18%
PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS. Any claims for shortages or
deductions for erroneous charges must be made within thirty days after receipt of goods. SEE
WARRANTY PROVISIONS ON REVERSE SIDE

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

Cummins
Power Systems,
LLC

WWW.POWERSYSTEMS.CUMMINS.COM

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BRISTOL, PA 19007-
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SEWELL, NJ

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
		28-OCT-2016		1038J	GENSET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
					GENSET 2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		NA					
2		0	187-6236	GASKET-ROCKER COVER	ONAN	2.99	5.98
2		0	167-1638	SPARK PLUG	ONAN	3.55	7.10
2		0	326-5336	ONAMAX 15W40 1 QT (TEXT)	ONAN	4.20	8.40
1		0	212-1303	BLOCK ASSY-BRUSH	ONAN	23.99	23.99
1		0	190-0758-S0	ARM-TENSIONER ASSY (TEXT)	ONAN	34.49	34.49
1		0	511-0190-01	BELT (4 RIB POLY VEE)	ONAN	13.72	13.72
1		0	201-3638-01	ROTOR ASSY	ONAN	279.05	279.05
1		0	509-0420	SEAL-O RING	ONAN	2.99	2.99
1		0	A032Y912	CONTROL	ONAN	379.56	379.56
1		0	166-0859-01	COIL ASSY-IGNITION	ONAN	22.49	22.49
1		0	166-0859-02	COIL ASSY-IGNITION	ONAN	20.99	20.99
2		0	1042	24 OZ. SHOP KLEEN	OTHER	5.82	11.64

PARTS:	835.13
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	835.13
SURCHARGE TOTAL:	0.00
LABOR:	1,917.00
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	1,917.00
MISC.:	156.22
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	156.22

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL	
[REDACTED]				28-OCT-2016	[REDACTED]	1038J	GENSET	
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
[REDACTED]							GENSET 2	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION		PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		NA						

SHOP SUPPLIES 131.22
HAZARDOUS WASTE DISPOSAL 25.00

TAX EXEMPT NUMBERS:

STATE 174.50

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SUB TOTAL: 3,194.55

TOTAL TAX: 174.50

TOTAL AMOUNT: US \$ 3,369.05

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

CUMMINS POWER SYSTEMS, LLC WARRANTY

MANUFACTURED PRODUCTS

Cummins Power Systems, LLC (CPS) warranty does not warrant the sale of new or remanufactured products, manufactured or remanufactured by third party manufacturers, or remanufacturers, whose warranties are administered by CPS are Cummins Inc., Diesel Recon Company, and Onan Corporation. The customer should contact other manufacturers, or remanufacturers, directly for claims under their warranties. Copies of manufacturers', or remanufacturers', warranties are available upon request.

EXCHANGE AND REBUILT ENGINES

CPS warrants any exchange engine or other engine completely rebuilt and sold by it as a CPS rebuilt engine under a signed sales agreement, to be free from defects in workmanship and materials under normal use and service for one year, 100,000 miles, or 1,800 hours of operation, whichever occurs first. The applicable warranty factor (months, mileage, or hours) shall commence on the date of delivery to the first purchaser. In a non-automotive application, this warranty shall be for six months or 1,800 hours of operation.

EXCHANGE ASSEMBLIES

CPS warrants any rebuilt or reconditioned sub-assembly, component, or accessory rebuilt and sold by it on an exchange basis to be free from defects in workmanship and materials under normal use and service for a period of six months, 50,000 miles or 1,800 hours of operation, whichever occurs first. During the warranty period, CPS will pay for all parts and reasonable labor needed to repair the exchange assembly or component as a result of a warrantable failure upon its return to any one of CPS branch locations.

TIME AND MATERIAL REPAIRS

CPS warrants the repair work or machining performed on customer's sub-assembly, component, accessory or complete engine to be free from defective workmanship only, under normal use and service, for a period of ninety (90) days from the date of completed repair, or for the first 25,000 miles of operation or 900 hours of operation, whichever shall occur first. Any new parts used in the rebuilding or reconditioning will be covered by the warranty of the manufacturer or such parts, if any. Any parts left in the equipment or reused in the rebuilding or reconditioning of the equipment will be covered only by any previous warranties. Unless the owner shall issue specific instructions to the contrary, only such parts will be replaced as are considered necessary by CPS for continuing operation and minimum cost to the owner.

WARRANTY PROCEDURE

All parts, supplies and repair work done which may be the subject of any warranty may be billed to the owner by CPS must be paid for in the normal manner, while a warranty claim is being initiated with the manufacturer, and the allegedly defective parts are being examined. If and when CPS receives a credit from the manufacturer as a result of warranty, this credit will be passed on to the owner of the equipment.

None of these warranties will apply to (1) any engine or product that shall have been subject to overspeeding, misuse, negligence or accident, (2) any engine or product that shall have been repaired or altered by anyone in such a way that in the judgement of CPS, its performance and reliability are adversely affected, (3) any part of an engine or product improperly applied or installed by anyone other than CPS, (4) failures in any way resulting from use of parts not manufactured or approved by CPS, (5) normal maintenance services including but not limited to such things as engine tuneup, lubricants, anti-freeze, and the repair or replacement of filters and belts.

Sufficient evidence, in the opinion of CPS, must be presented by the owner to CPS at the time of the warranty repair request to determine if any of the foregoing warranties apply.

The liability of CPS arising out of any defects that shall not in any case exceed the cost of correcting such defects in accordance with the aforementioned warranties, and shall not include any transportation charges, owner's labor or materials, loss of revenue, or any direct or indirect consequential damages whether foreseeable or not.

CPS makes no warranty as to normal wear and tear, nor do we agree to be liable for loss of time to the user while the engine or other equipment is out of commission, nor for any labor or other expense, damage or loss occasioned, or claimed to be occasioned, by defective parts.

NOTE: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BY CPS OR ANY OF ITS DEALERS, EXCEPT THE WARRANTIES SPECIFIED HEREIN. NO PERSON IS AUTHORIZED TO BIND CPS FOR ANY SUCH OTHER WARRANTY.

NOTWITHSTANDING ANY OF THE ABOVE, THE LIABILITY IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE OF CPS SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL CPS BE LIABLE FOR CONSEQUENTIAL DAMAGES. THE PRICES FOR CPS PRODUCTS ARE BASED UPON AND IN CONSIDERATION FOR LIMITING THE LIABILITY OF CPS.

OWNER RESPONSIBILITIES

The owner is responsible for the operation and maintenance of the equipment as specified in the operations and maintenance manuals/bulletins. Owner is responsible for the costs associated with such maintenance and any adjustments which may be required. Owner is also responsible for providing proof that all recommended maintenance has been performed. Owner is responsible for correct mileage/hour documentation and maintaining an operative usage meter. Mileage/hours will be calculated at 12,000 miles (19,312 kilometers)/ 425 hours per month from the beginning of coverage, if there is a usage discrepancy.