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EPC – Programmes for DEUTZ Engines (Extended Part Coverage)

As of 1 April, 2012, DEUTZ AG offers revised and amended EPC programmes. The EPC programmes allow our customers to purchase warranty conditions exceeding the standard warranty according to the Terms and Conditions of Business for the Delivery of DEUTZ Engines, X-change Engines, Original DEUTZ Spare Parts and X-change Parts (“DEUTZ Terms of Delivery”).

EPC programmes may be purchased by authorised new engine distributors and service dealers of DEUTZ AG and re-sold to their customers.

The desired EPC programme may be ordered from DEUTZ as a single order via DIWI like a spare part. In doing so, the respective engine number always has to be entered in the DIWI order text.

The new “Light” version with reduced maximum operating hours allowed – but with an identical warranty period – increases the attractiveness for final customers with a low machine operation time.

The general terms and conditions for the EPC programmes can be seen in the appendix “Special Warranty Conditions for DEUTZ New Engines” attached to this circular.

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Yours sincerely

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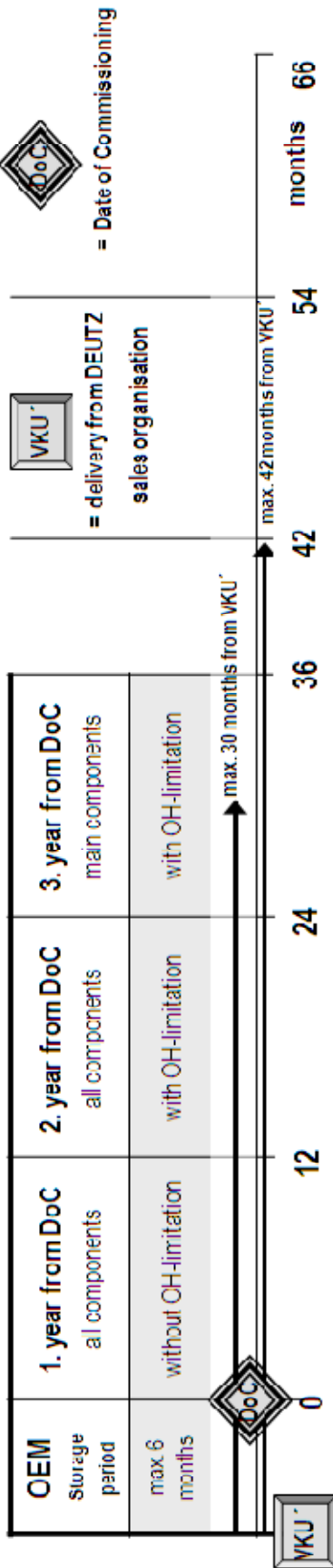
Appendix:

Die Vervielfältigung, Veröffentlichung oder Weitergabe dieser Unterlage ist – auch auszugsweise – untersagt.

Verteiler:
Marketing:
Service-Marketing

The especially warranty Terms and Conditions of DEUTZ-New Engines (EPC-STANDARD and EPC-LIGHT) in comparison to the DEUTZ Terms and Conditions of Sales to Purchasers of DEUTZ-New Engines, X-Change Engines und Genuine Spare Parts (DEUTZ AGB STANDARD)

DEUTZAGB STANDARD



DEUTZ Motoren EPC-Programme (Extended Part Coverage)

	1A	1B	1C
EPC-STANDARD			
Type series	36 months from DoC, max. 42 months from VKU*	48 months from DoC, max. 54 months from VKU*	60 months from DoC, max. 66 months from VKU*
2011, 2,9, 3,6	max. 3000 OH	max. 4000 OH	max. 5000 OH
1013, 2012, 2013, 4.1, 6.1, 7.8	max. 4500 OH	max. 5500 OH	max. 6500 OH
1015, 2015, 12.0, 16.0	max. 7500 OH	max. 8500 OH	max. 9500 OH
EPC-LIGHT			
Type series			
2011, 2,9, 3,6	max. 2000 OH	max. 2250 OH	max. 2500 OH
1013, 2012, 2013, 4.1, 6.1, 7.8	max. 3000 OH	max. 3500 OH	max. 4000 OH
1015, 2015, 12.0, 15.0	max. 5000 OH	max. 5750 OH	max. 6500 OH



APPENDIX:



Special Warranty Conditions for DEUTZ New Engines

- EPC (**E**xtended **P**art **C**overage) Programme–Standard
(= "**EPC-STANDARD, levels 1A, 1B and 1C**")
- EPC (**E**xtended **P**art **C**overage) Programme–Light
(= "**EPC-LIGHT, levels 1D, 1E and 1F**")

in business transactions with authorised new engine distributors and service dealers of DEUTZ AG

1. Authorised DEUTZ new engine distributors and authorised DEUTZ service dealers (both groups of dealers hereinafter referred to as the "PURCHASER") are entitled to acquire the **EPC-STANDARD** or the **EPC-LIGHT** for a DEUTZ new engine purchased by the PURCHASER from DEUTZ AG, Cologne or Ulm ("DEUTZ") (and so not for DEUTZ Xchange engines) relating to the single DEUTZ new engine purchased by the PURCHASER from DEUTZ if the DEUTZ new engine
 - (a) is not used for underground operations,
and
 - (b) is operated using operating liquids and additives released by DEUTZ only,
(www.deutz.com/service/betriebsstoffe_br_und_additive.de)
and
 - (c) has run for less than 150 operating hours by the time of ordering the EPC programme and
 - (d) a period not exceeding twelve (12) months has passed since the delivery (FCA DEUTZ works Cologne or Ulm pursuant to the Incoterms 2010).

The desired EPC programme can be ordered from DEUTZ as a single order via DIWI like a spare part. The respective engine number has to be entered in the order text every time.

If in reviewing and re-documenting the DEUTZ new engine warranty DEUTZ should find out that an EPC programme should not have been ordered due to non-compliance with the conditions mentioned in (a) to (d) above, the PURCHASER will receive the information that the ordered EPC programme will not be applied and the fee charged for the EPC programme will be credited to the PURCHASER.



Order numbers EPC STANDARD					
EPC STANDARD 1A					
Series	Capacity	Maximum runtimes	4 cyl.	6 cyl.	8 cyl.
D/TD/TCD 2011, 2.9, 3.6	< 4l	3000	10003101	-	-
2012, 2013, TCD 4.1, 6.1, 7.8	4- 8 L	4500	10003102	10003103	-
1015, 2015, TCD 12.0, 16.0	> 8L	7500	-	10003104	10003105
EPC STANDARD 1B					
Series	Capacity	Maximum runtimes	4 cyl.	6 cyl.	8 cyl.
D/TD/TCD 2011, 2.9, 3.6	< 4l	4000	10003106	-	-
2012, 2013, TCD 4.1, 6.1, 7.8	4- 8 L	5500	10003107	10003108	-
1015, 2015, TCD 12.0, 16.0	> 8L	8500	-	10003109	10003110
EPC STANDARD 1C					
Series	Capacity	Maximum runtimes	4 cyl.	6 cyl.	8 cyl.
D/TD/TCD 2011, 2.9, 3.6	< 4l	5000	10003111	-	-
2012, 2013, TCD 4.1, 6.1, 7.8	4- 8 L	6500	10003112	10003113	-
1015, 2015, TCD 12.0, 16.0	> 8L	9500	-	10003114	10003115

Order numbers EPC LIGHT					
EPC LIGHT 1D					
Series	Capacity	Maximum runtimes	4 cyl.	6 cyl.	8 cyl.
D/TD/TCD 2011, 2.9, 3.6	< 4l	2000	10003116	-	-
2012, 2013, TCD 4.1, 6.1, 7.8	4- 8 L	3000	10003117	10003118	-
1015, 2015, TCD 12.0, 16.0	> 8L	5000	-	10003119	10003120
EPC LIGHT 1E					
Series	Capacity	Maximum runtimes	4 cyl.	6 cyl.	8 cyl.
D/TD/TCD 2011, 2.9, 3.6	< 4l	2250	10003121	-	-
2012, 2013, TCD 4.1, 6.1, 7.8	4- 8 L	3500	10003122	10003123	-
1015, 2015, TCD 12.0, 16.0	> 8L	5750	-	10003124	10003125
EPC LIGHT 1F					
Series	Capacity	Maximum runtimes	4 cyl.	6 cyl.	8 cyl.
D/TD/TCD 2011, 2.9, 3.6	< 4l	2500	10003126	-	-
2012, 2013, TCD 4.1, 6.1, 7.8	4- 8 L	4000	10003127	10003128	-
1015, 2015, TCD 12.0, 16.0	> 8L	6500	-	10003129	10003130

The respective prices can be seen in DIWI and are not subject to any discount.

2. These Special Warranty Conditions for DEUTZ New Engines modify the regulations in number IX., section 1 of the DEUTZ Terms and Conditions of Business for the Delivery of DEUTZ Engines, Xchange Engines, Original DEUTZ Spare Parts and Xchange Parts (the "DEUTZ Terms of Delivery") in the event that a PURCHASER acquires the **EPC-STANDARD** or the **EPC-LIGHT**.

After the acquisition of the **EPC-STANDARD** or the **EPC-LIGHT**, the PURCHASER has the claim against DEUTZ based on number IX. of the DEUTZ Terms of Delivery agreed between the PURCHASER and DEUTZ within the range of the warranty period applicable to the acquired EPC Programme, as the case may be (see sections 3 and 4 of the Special Warranty Conditions for DEUTZ New Engines below).

These Special Warranty Conditions are inapplicable between DEUTZ and the PURCHASER's customer. The PURCHASER is prohibited from assigning the PURCHASER's claims against DEUTZ under these Special Warranty Conditions to a customer of the PURCHASER. The PURCHASER may opt to grant contractual rights to its customer equivalent to the PURCHASER's rights under these Special Warranty Conditions. The PURCHASER shall inform its customer that DEUTZ is not a contact partner of such customer.

3. Conditions for **EPC-STANDARD – 1A**
EPC-STANDARD – 1B
EPC-STANDARD – 1C

(Modification of number IX., section 1 of the DEUTZ Terms of Delivery)

DEUTZ is liable as follows for defects of the delivery, including the absence of specified output values such as wattage, thermal efficiency, fuel and lubricating oil consumption:

All such parts shall be overhauled or re-delivered free of costs and at the option of DEUTZ exercised at its equitable discretion which within

EPC-STANDARD – 1A = thirty-six (36) months after commissioning or integration, or forty-two (42) months upon the date of delivery of a DEUTZ new engine, whichever occurs first,

EPC-STANDARD – 1B = eighty-four (48) months after commissioning or integration, or fifty-four (54) months upon the date of delivery of a DEUTZ new engine, whichever occurs first,

EPC-STANDARD – 1C = sixty (60) months after commissioning or integration, or sixty-six (66) months upon the date of delivery of a DEUTZ new engine, whichever occurs first,

prove unusable or the usability of which is more than insignificantly impaired based on a circumstance prior to the passing of the risk to the PURCHASER, especially due to missing design, unsuitable material or poor workmanship.

The warranty period for DEUTZ new engines expires prior to the lapse of the periods mentioned above when the limits for operating hours listed below are reached, however not before the lapse of twelve (12) months upon the date of delivery:



EPC-STANDARD	1A	1B	1C
Series 2011, 2.9, 3.6	max. 3000 oh	max. 4000 oh	max. 5000 oh
Series 1013, 2012, 2013, 4.1, 6.1, 7.8	max. 4500 oh	max. 5500 oh	max. 6500 oh
Series 1015, 2015, 12.0, 16.0	max. 7500 oh	max. 8500 oh	max. 9500 oh

4. Conditions for **EPC-LIGHT – 1A**
EPC-LIGHT – 1B
EPC-LIGHT – 1C

Modification of number IX., section 1 of the DEUTZ Terms of Delivery

DEUTZ is liable as follows for defects of the delivery, including the absence of specified output values such as wattage, thermal efficiency, fuel and lubricating oil consumption:

All such parts shall be overhauled or re-delivered free of costs and at the option of DEUTZ exercised at its equitable discretion which within

EPC-LIGHT – 1A = thirty-six (36) months after commissioning or integration, or forty-two (42) months upon the date of delivery of a DEUTZ new engine, whichever occurs first,

EPC-LIGHT – 1B = eighty-four (48) months after commissioning or integration, or fifty-four (54) months upon the date of delivery of a DEUTZ new engine, whichever occurs first,

EPC-LIGHT – 1C = sixty (60) months after commissioning or integration, or sixty-six (66) months upon the date of delivery of a DEUTZ new engine, whichever occurs first,

prove unusable or the usability of which is more than insignificantly impaired based on a circumstance prior to the passing of the risk to the PURCHASER, especially due to missing design, unsuitable material or poor workmanship.

The warranty period for DEUTZ new engines expires prior to the lapse of the periods mentioned above when the limits for operating hours listed below are reached, however not before the lapse of twelve (12) months upon the date of delivery:



EPC-LIGHT	1A	1B	1C
Series 2011, 2.9, 3.6	max. 2000 oh	max. 2250 oh	max. 2500 oh
Series 1013, 2012, 2013, 4.1, 6.1, 7.8	max. 3000 oh	max. 3500 oh	max. 4000 oh
Series 1015, 2015, 12.0, 16.0	max. 5000 oh	max. 5750 oh	max. 6500 oh

5. Apart from that, the DEUTZ Terms of Delivery apply in the version agreed with the PURCHASER, unless modified by the above regulations (clause 3 of section 1 number IX).

6. The PURCHASER may opt to view the status of its EPC programme via SERPIC system at any time.

Once the agreement for the provision of an EPS programme has taken effect, these Special Warranty Conditions (**EPC-STANDARD** or **EPC-LIGHT**) shall be applicable to the PURCHASER.