

limited warranty manual

valid for

Dtorque 111

LEISURE USE AND LIGHT COMMERCIAL USE

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1. STATEMENT OF OWNERSHIP

Please enter the information below. You will need this if you contact the Dtorque maintenance, parts, or documentation teams.

Engine model:		-			
Engine serial number:		_			
Purchase date:		_			
Distributor:		_			
Distributor telephone number:					
Distributor email address:		_			



2. INTRODUCTION and REGISTRATION

Congratulations on purchasing your new Dtorque engine(s)! We are delighted to welcome you to the Dtorque family. We develop environmentally-friendly engines. They are quieter, smoother and cleaner than ever. To get the best out of your Dtorque engine(s) for years to come, please read the following recommendations:

• Before starting up the engine, please ensure that you have read and understood the enclosed owner's manual to ensure you can operate and maintain the engine safely.

- Please keep this manual, together with the owner's manual, in a suitable place that you can access easily.
- Record any maintenance and repair work in the service history section of this manual.
- Please ensure that you pass these documents on to any future owners.

This manual is an integral part of the engine, and must therefore be kept with it. Please ensure that only authorized YANMAR distributors carry out maintenance and repair work as well as any part replacements. Your YANMAR distributor is always kept up to date about the latest developments and technologies, and can competently answer any questions you have about your Dtorque engine. You can find a YANMAR distributor near you by visiting your regional YANMAR website.

3. LIMITED WARRANTY PROTECTION

The engine manufacturer has provided this limited warranty manual to help you get the best out of your Dtorque engine and all of the benefits it offers. Please read through this manual and the corresponding **owner's manual** (especially the assembly section) carefully, and familiarize yourself with its contents before you assemble or use your Dtorque engine(s). If you have not received an owner's manual, please request one from your YANMAR sales partner or distributor. The manufacturer guarantees that new Dtorque motors sold by YANMAR marine sales partners meet all applicable specifications at the time of their shipping, and guarantees their freedom from material and manufacturing defects for the duration of the limited warranty period. This limited warranty is subject to the limitations set out below in this warranty manual.

THIS LIMITED WARRANTY REPLACES ALL OTHER EXPRESS OR IMPLICIT WARRANTIES. THE MANUFACTURER HEREBY EXPRESSLY EXCLUDES ALL IMPLICIT WARRANTIES CONCERNING SUITABILITY FOR A PARTICULAR PURPOSE OR MARKET-LEVEL QUALITY EXCEPT WHERE SUCH AN EXCLUSION IS PROHIBITED BY LAW. IF SUCH AN EXCLUSION IS PROHIBITED BY LAW, ANY IMPLICIT WARRANTIES ARE LIMITED IN TIME TO THE DURATION OF THE EXPRESS WARRANTY.

We guarantee to the first purchaser that the manufacturer and/or the service partner will conduct all repairs and replacement work throughout the duration of the limited warranty period as required to remedy material and/or manufacturing defects of the Dtorque engine. This limited warranty grants you certain specific legal rights. You may also be entitled to other rights, which may vary between different states and countries. In the event that the product is sold to a second purchaser within the warranty period, then the remaining term of the warranty may be transferred to the second purchaser provided that the manufacturer is informed of the time that the second purchaser takes possession of the product.

(The "remaining term" refers to the period until the expiry of the warranty period. For example, if the first

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purchaser of the product sells it after only six months, then the remaining term of six months will be transferred to the second purchaser. Dtorque manufacturer must be informed of this).

The manufacturer may, at its own discretion, request that each of the Dtorque engines are inspected by an authorized YANMAR workshop. If any of the Dtorque engines are not inspected in this way, then the manufacturer may decline the transfer of this limited warranty. The purchaser must bear the costs of the inspection(s). Transferring this limited warranty does not extend its term.

Beyond the scope provided for in this document, Dtorque manufacturer expressly excludes all express or implicit warranties in favor of the second purchaser, and also excludes all warranties, whether express or implicit, in favor of any subsequent purchasers.

3-1. Limitations

This limited warranty applies only to Dtorque engines manufactured and sold by YANMAR or its authorized sales partners that have been assembled and used in accordance with the manufacturer's assembly instructions and owner's manual. Dtorque manufacturer expressly excludes all express or implicit warranties for products manufactured by other companies. If a claimed defect is or becomes apparent during the limited warranty period and if we have received the associated warranty registration, the manufacturer may replace or repair all Dtorque engines or parts thereof at its own discretion. The manufacturer will carry out repairs or replacements without charge for parts or labor related to the repair. The labor for the repair includes appropriate labor costs for removing and re-installing the Dtorque engine, provided that this is necessary in order to carry out the repair or replacement under the warranty service.

You are aware that Dtorque diesel engines are technically demanding and complex machine parts which are impacted by many variables linked to their use, and you therefore understand and agree that a repair may require multiple actions in order to remedy the issue, and that these actions may require a significant amount of time to perform.



4. WARRANTY PROTECTION FOR LEISURE USE

4-1. Limited warranty

This limited warranty applies to Dtorque engines that are sold by YANMAR or an authorized distributor/dealer and delivered to the first purchaser. This limited warranty starts from the date on which the product is delivered to the first purchaser. In the event that a boat containing one or more Dtorque engines is used for demonstration purposes as part of a sale or displayed at a boat trade fair, the limited warranty begins once the Dtorque engine has reached one hundred (100) operating hours. If you request warranty services, you must provide evidence of the delivery date.

Unless otherwise stipulated in the provisions of this manual or in other written provisions from the manufacturer, the limited warranty period for Dtorque engines is twelve (12) months from the date of delivery to the first purchaser.

4-2. Professional use

The limited warranty presented in this section (e.g. WARRANTY PROTECTION FOR LEISURE USE) applies ONLY to Dtorque engines that were exclusively purchased by end customers and not in any way used for commercial or professional purposes. In the case of Dtorque engines that are purchased for light commercial use or similar, please see the relevant section of this manual for any queries about the warranty services.



5. LIMITED WARRANTY PROTECTION FOR LIGHT COMMERCIAL USE

5-1. Definition of light commercial use

An engine that is used to generate profit, by an authority, or for rental purposes is not considered to be a boat for leisure use and is therefore not covered by our guidelines on limited warranty protection for leisure use. Where ships or boats are used for chartered leisure journeys such as sailboats, sailboat catamarans, power catamarans, and trawlers, this is considered rental use. In order for an engine to be covered by the 'light commercial use' category, it must meet the following guidelines:

• The engine is operated at full power for less than 5% of total operating hours.

• Standard operation is at less than 90% of maximum output speed.

• Engine speeds when the throttle valve is fully open must always reach the nominal engine speed when the boat is carrying a load.

• The annual usage must not exceed 1,000 hours.

• The load factor must not exceed 35%.

5-2. Limited warranty

This limited warranty applies to Dtorque engines that are sold by YANMAR and/or any authorized distributor/dealer and delivered to the first purchaser. This limited warranty starts from the date on which the product is delivered to the first purchaser.

In the event that a boat containing one or more Dtorque engines is used for demonstration purposes as part of a sale or displayed at a boat trade fair, the limited warranty begins once the Dtorque engine has reached one hundred (100) operating hours. If you request warranty services, you must provide evidence of the delivery date.

Unless otherwise stated in this manual and unless YANMAR has formed written agreements to the contrary, the limited warranty period for Dtorque engines for light commercial use is one (1) year or one thousand (1,000) hours, whichever comes first.

Note: The warranty period is limited to the number of hours above or the duration of the term, whichever comes first.

For every Dtorque engine or part repaired or replaced under this warranty, the original limited warranty and the remaining term of the limited warranty will be transferred, or otherwise a period of ninety (90) days applies, whichever is longer. For other Dtorque engine parts subject to the provisions of the United States Environmental Protection Agency (EPA), other legally prescribed warranty periods apply accordingly. You can find more information in the owner's manual.

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6. GUIDANCE ON THE WARRANTY PROCESS FOR LEISURE USE AND LIGHT COMMERCIAL USE

If you believe that a Dtorque engine you have purchased does not meet the applicable specifications or has material or manufacturing defects, you must contact a YANMAR sales partner or distributor within five (5) days of discovering the problem. Your YANMAR sales partner or distributor will then provide you with the name, address, and telephone number of the maintenance provider where you must bring your Dtorque engine(s) for inspection and/or repair. You are responsible for transporting your Dtorque engine(s) to and from the indicated maintenance provider. At our sole discretion, your YANMAR sales partner or distributor may also take appropriate measures to conduct the inspection and/or repair on site. You can find a YANMAR sales partner or distributor or other authorized workshop on the YANMAR website. You may also contact the YANMAR regional team.

Parts that do not meet the requirements or are defective must be retained for inspection by YANMAR or by a YANMAR sales partner or distributor and returned to your YANMAR Marine regional representative on request. Any part replaced under this warranty becomes the property of the manufacturer and/or YANMAR. The foregoing provisions form Dtorque manufacturer's only obligation in your favor, and form your exclusive legal remedy in the event of a warranty violation. In the event that not all requirements are met when a claim is asserted, all compensation claims for damage and other legal protections are forfeited as a result. Under no circumstances may manufacturer and/or YANMAR sales partner or distributor be held liable for accidental, extraordinary, or consequential damage where such damage involves, without limitation, lost earnings, withdrawal fees, ship launching, towing, storage, berths, insurance cover, loan repayments, transportation costs, telephone costs, or fuel use. The limitations of this limited warranty apply regardless of whether your claims relate to contractual infringements, a violation against civil law (including negligence and strict liability), or another legal principle. Any legal action arising as part of this warranty must be submitted within one (1) year of its cause arising, after which time the right to such action lapses. Some German federal states and countries do not permit certain warranty restrictions or limitations regarding warranty infringements. The limitations defined in this paragraph do not apply to the extent that such limitations are prohibited by law.

6-1. Obligations of the purchaser

The purchaser must carry out the following in order to benefit from the services of this limited warranty:

• Carry out and pay for full, regular maintenance in accordance with the time frames specified in the relevant owner's manual.

• Keep records of all service and maintenance conducted on the Dtorque engines. The corresponding section of this warranty manual should be used for this purpose.

6-2. Warranty exclusions under the limited warranty for leisure use and the limited

warranty for light commercial use

In addition to the conditions and limitations defined under this limited warranty for leisure use and light commercial use, the following are expressly excluded from the provision of any services as part of this limited warranty:



- Normal wear and tear
- Costs related to wearing parts
- Damage caused by rust and corrosion
- · Failures caused by the use of non-original replacement parts

• Dtorque engines or parts thereof that were affected, according to manufacturer's exclusive assessment, by the following:

- Negligence
- Improper use
- Accident
- Improper assembly

• Prolonged or unsuitable storage resulting in blocked fuel lines, cracked or dried out hoses, impellers, seals, and other rubber components. Corrosion of electrical contacts and/or plug connectors.

- · Ingress of water from the exhaust system
- Improper maintenance
- · Racing or taking part in a speed or endurance contest
- Using unsuitable fastenings or non-original parts
- Scuttling the boat or unsuitable exposure to weather influences, such as exposure to high humidity, rainfall, or seawater, or conditions that result in the cooling water freezing
- · Maintenance work carried out by an unauthorized party

• Costs for replacement parts, for rectifying faults caused by improper handling, and for maintenance carried out as described in the Dtorque owner's manual.

• Costs for replacement parts and for rectifying faults caused by the owner not promptly presenting the engine for repair after discovering a potential product issue.

• Costs for replacement parts and for rectifying faults caused by changes to the software or incorrect settings.

- Costs for replacement parts and for rectifying faults caused by operating the product on land.
- Costs for replacement parts and for rectifying faults caused by improperly adjusting the propeller.
- · Costs for replacement parts and for rectifying faults caused by incorrect diagnosis or incorrect repair.

• Costs for transporting the Dtorque engine or its parts to or from the workshop designated by YANMAR for the repair as part of the warranty service.

• Repair costs outside of working hours.

• The consequences of any change or alteration to a Dtorque engine component whereby the serial number was removed, modified, or otherwise manipulated.

• The consequences of any change or alteration to a Dtorque engine component listed in the EPA warranty declaration, which is found in the Dtorque engine owner's manual.

• The consequences of any change or alteration to a Dtorque engine or any of its components whereby an operating hours counter or the seal thereof was removed or otherwise manipulated.

• The consequences of any change, alteration, removal, or manipulation of the settings for the upper idling speed of the fuel injection pump, the settings for the fuel limit value, and/or the seals of the fuel injection pump.

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6-3. Miscellaneous

Other than in the scope of changes made to this limited warranty by way of correspondence signed by one of the parties, this limited warranty is and remains the full and exclusive agreement between the parties with regard to warranty services and replaces all prior written and verbal understandings as well as any other notifications between the parties as regards warranties.

NO NATURAL PERSON OR CORPORATE ENTITY IS ENTITLED TO GRANT ANY OTHER WARRANTY EITHER VERBALLY OR IN WRITING OR TO ASSUME ANY OTHER OBLIGATIONS IN THE NAME OF YANMAR AND/OR NEANDER.

Neither original equipment manufacturers, boat manufacturers, assembly companies for Dtorque engines, sales partners for engines or fitting, distributors for YANMAR Marine products or fitting nor any other natural person or legal entity whatsoever is entitled to issue approval or make pledges in the name of the manufacturer or to alter the provisions or limitations of this limited warranty in any manner whatsoever.



7. Dtorque GLOBAL NETWORK

Asia, Middle East, and Oceania YANMAR ASIA (SINGAPORE) CORPORATION PTE. LTD. (YASC) 4 Tuas Lane, Singapore 638613 Attention: Customer Service Telephone: +65-6861-3855 Fax: +65-6862-5189 https://www.yanmar.com/sg/

Europe, Africa, and Russia YANMAR EUROPE B.V. (YEU) Brugplein 11, 1332 BS Almere, Netherlands Attention: After Sales Department Telephone: +31-36-5493200 Fax: +31-36-5493209 http://www.yanmar.eu/ http://www.yanmarmarine.eu/

North America, South America, Central America, and the Caribbean YANMAR AMERICA CORPORATION (YA) 101 International Parkway, Adairsville, GA 30103, USA Attention: Customer Support Department Telephone: +1-770-877-9894 Fax: +1-770-877-7565 http://us.yanmar.com/

China YANMAR ENGINE (SHANGHAI) CO., LTD. 10F, E-Block Poly Plaza, No. 18 Dongfang Road Pudong Shanghai, China P.R.C. 200120 Telephone: +86-21-6880-5090 Fax: +86-21-6880-8090 https://www.yanmar.com/cn/

Japan YANMAR CO., LTD. 5-3-1, Tsukaguchi-honmachi, Amagasaki Hyogo, 661-0001, Japan Attention: Large Power Products Operations Business, Quality Assurance Division



Telephone: +81-6-6428-3137 Fax: +81-6-6421-5549 https://www.yanmar.com

NEANDER HEADQUARTERS

Neander Shark GmbH Werftbahnstrasse 8 24143 Kiel GERMANY

Telephone: +49 (0) 431 – 70 28 230 Fax: +49 (0) 431 – 70 28 235

info@neander-shark.com http://www.neander-shark.com



8. SERVICE AND MAINTENANCE DOCUMENTATION

In accordance with the owner's manual, service work on the Dtorque outboard engine must generally be carried out every 250 operating hours starting from commissioning, as well as on one additional occasion after the first 50 operating hours, and such work will vary in scope based on the accumulated running time. For details about the work required, please see the owner's manual that you received with your engine.

NOTE:

Please ensure that your YANMAR authorized workshop provides confirmation below that it has completed the maintenance work required. This is the only way to ensure that you have evidence in full.

Operating hours according to maintenance plan	Maintenance date	Value displayed on operating hours counter	YANMAR authorized workshop	Name of service technician	Signature of service technician
Prair	MM/DD/YYY	h	Company name, full address, stamp	in block capitals	Confirmation that all maintenance work required by the owner's manual has been completed
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