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## 40 C.F.R. § 1033.120

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### Emission-related warranty requirements.

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(a) *General requirements.* Manufacturers/remanufacturers must warrant to the ultimate purchaser and each subsequent purchaser that the new locomotive, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(b) *Warranty period.* Except as specified in this paragraph, the minimum warranty period is one-third of the useful life. Your emission-related warranty must be valid for at least as long as the minimum warranty periods listed in this paragraph (b) in MW-hrs of operation (or miles for Tier 0 locomotives not equipped with MW-hr meters) and years, whichever comes first. You may offer an emission-related warranty more generous than we require. The emission-related warranty for the locomotive may not be shorter than any basic mechanical warranty you provide without charge for the locomotive. Similarly, the emission-related warranty for any component may not be shorter than any warranty you provide without charge for that component. This means that your warranty may not treat emission-related and nonemission-related defects differently for any component. If you provide an extended warranty to individual owners for any components covered in paragraph (c) of this section for an additional charge, your emission-related warranty must cover those components for those owners to the same degree. If the locomotive does not record MW-hrs, we base the warranty periods in this paragraph (b) only on years. The warranty period begins when the locomotive is placed into service, or back into service after remanufacture.

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