



GE Jenbacher

Limited Warranty on New GE Jenbacher Equipment

This warranty applies to the first retail purchaser and subsequent owners during the Warranty Period of new GE Jenbacher Engine Generator Sets and other GE Jenbacher supplied equipment.

Provided that Customer timely gives notice of defects and Customer makes the Equipment available promptly for correction, the Manufacturer warrants that the Equipment is free and clear of any defects of material and workmanship during the Warranty Period. The Warranty Period for the Equipment shall be twelve (12) months after start up and commissioning or eight thousand (8,000) operating hours or a maximum of eighteen (18) months after delivery “ex works”, Company’s Jenbacher facility, whichever is earlier. The Warranty Period for GE Jenbacher services charged to the Customer shall be twelve (12) months from the date the service is performed. The Warranty Period for GE Jenbacher spare parts sold to Customer shall be twelve (12) months from delivery.

This warranty shall not cover defects of or damage to the delivered Equipment, which are due to:

- (1) Normal wear and tear on parts whose normal life expectancy is less than the Warranty Period
- (2) Improper assembly or maintenance, negligence or other improper application by Customer
- (3) Type and quality of fuel
- (4) Detrimental air inlet conditions or erosion, corrosion or material deposits from fluids.

Supplies and maintenance materials, such as filters (including inlet air filters), greases, lubricants, sensors, fuses, thermocouples, gauges, switches, light bulbs, and so forth, are excluded from warranty.

Customer’s right to claim warranty are further conditioned upon:

- (1) Appropriate storage, installation, operation and maintenance/repair of the delivered Equipment by Customer and any authorized third party, in accordance with operation instruction manuals (including revisions thereto) provided by the Company and/or its subcontractors or suppliers, as applicable (including any required warranty preservation services in the event of long term storage) (e.g. Technical Instructions, TA 1100-0110);
- (2) Signing of the Equipment Acceptance Report;
- (3) Proper satisfaction by Customer of all contractual obligations, including but not limited to, all payment obligations; and
- (4) Written notice of defects (Warranty Report). The Customer shall provide proper records of operation and maintenance during the warranty period. These records shall be submitted to the Company upon its request.

The preceding paragraphs of this Article set forth the sole and exclusive remedies for all claims based on failure of or defect in the Equipment and services provided under this Agreement, whether the failure or defect arises before, during or after the Warranty Period and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.