



Limited Warranty on New GE Jenbacher Equipment

This Limited Warranty on New GE Jenbacher Equipment applies to the first retail purchaser and subsequent owners during the Warranty Period of new GE Jenbacher Engine Generator Sets (the "Equipment").

Provided that the Customer, within ten (10) days of occurrence of the defect and prior to expiration of the Warranty Period, gives notice of defects and the customer makes the Equipment available promptly for correction, the GE Jenbacher GmbH & Co OHG (the "Manufacturer") warrants that the Equipment shall be free and clear of 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, Manufacturer's Jenbach, Austria facility (Incoterms 2000), whichever is earliest (the "Warranty Period").

Warranty repairs must be requested from an authorized GE Jenbacher distributor or service center during the Warranty Period. The Customer must allow a reasonable time to perform necessary warranty repairs.

If the Equipment or part thereof fails to meet the foregoing warranty against defects in material and workmanship, and if Customer complies with the provisions of this Warranty, Manufacturer, shall at its sole option, repair or replace any defective or damaged part that gave rise to the warranty claim. In making any warranty claim, Customer shall: (i) complete a Warranty Claim in the form attached as Appendix A; and (ii) notify Manufacturer [or Manufacturer's authorized service provider] of the defect within ten (10) days of occurrence of the defect and prior to expiration of the Warranty Period. Any repaired or replaced part furnished under this warranty shall (i) carry the remaining portion of the Warranty Period set forth herein and shall not result in a new warranty period, and (ii) be in accordance with the terms and conditions set forth herein.

Manufacturer may require that the failed Equipment or component be returned to the Manufacturer's factory or other designated location for inspection and/or failure analysis. In such event, Manufacturer will provide Customer a Return Authorization, and Customer shall, at its sole cost and expense, return the failed Equipment or component to Manufacturer as directed on the Return Authorization. Shipment of the defective or failed Equipment or component must commence within fourteen (14) days after the Return Authorization is provided to Customer. If the defective or failed Equipment or component is not received by Manufacturer within twenty-eight (28) days after the Return Authorization is provided to Customer, Customer will be invoiced for the replacement Equipment or component at full price. Customer shall pay all transportation, freight, duties, tariffs, taxes and any other special charges in connection with the Equipment or parts returned to Manufacturer or its authorized repair facility for repair or replacement.

Any repaired or replaced part furnished under this Warranty shall (i) carry the remaining portion of the original Warranty Period set forth herein and shall not result in a new Warranty Period, and (ii) be in accordance with the terms and conditions set forth herein.

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 beyond GE J TI 1000-0300
- (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 this Warranty.

Service supplies such as coolant, oil, and filters not reusable due to needed warranty repairs shall not be covered by this Warranty.

Labor or rigging costs to gain access to or replace the Equipment, including removal and installation of items, materials, components, or structures are not covered by this 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.

In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall the Manufacturer be liable for loss of profit or revenues, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, fines or penalties charged to Customer for failure to meet permits, or for any special, consequential, incidental, indirect or exemplary damages.

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.



**Appendix A
Form of Warranty Claim**

ALL APPLICABLE ITEMS MUST BE COMPLETED

All of the information required on this Warranty Claim must be supplied with each warranty claim in order for the claim to be considered.

CLAIM DATE: _____ EQUIPMENT FAILURE DATE: _____

EQUIPMENT PURCHASED FROM: _____

CUSTOMER NAME AND ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

CUSTOMER NAME: _____

ADDRESS/LOCATION: _____

PRODUCT MODEL: _____

PRODUCT SERIAL NUMBER: _____

OPERATING HOURS ON THE ENGINE: _____

OPERATING HOURS ON THE COMPONENT: _____

GE PART NUMBER: _____

SERIAL NUMBER: _____

COMPONENT DESCRIPTION: _____

COMPONENT INSTALLED LOCATION (IF APPLICABLE): _____

DESCRIPTION OF FAILURE (**SUFFICIENT TO DEMONSTRATE AN EQUIPMENT DEFECT**): _____

DATE OF EQUIPMENT PURCHASE: _____

INVOICE NUMBER FOR PURCHASE: _____

OR PURCHASE ORDER NUMBER: _____