

## Marapco Limited: End-User Warranty



This is a warranty which applies to all generating sets furnished by Marapco Limited (hereinafter referred to as “the company”) or its distributors or agents. All generating sets are warranted against defects in material and workmanship for a period of twelve months from the date of initial start-up (or twenty months from sale or dispatch from the company). This warranty coverage is only applicable to the first end user of the generating set.

### The Company’s Responsibilities

If a defect in material or workmanship arises during the warranty period the company will:

- Replace or, at the company’s discretion, repair the defective parts.
- Provide for reasonable and customary labor costs incurred while effecting repairs to engine defects in accordance with the policies and repair times laid down by the engine manufacturer
- Provide for the cost of service supplies such as coolant, oil and filters which are made unserviceable by the defect

### The User’s Responsibilities

The user is responsible for:

- Installing and operating the generating set in accordance with the manufacturer’s instructions
- Returning the warranty registration form within ten days from the date of start-up or one month from the date of sale, whichever is earlier (Distributors or Agents)
- Ensuring that initial start-up is performed by an authorized representative company or its distributors or agents

### Exceptional Circumstances

In exceptional circumstances, the said start-up will be waived but only if a pre-delivery inspection has been completed.

### Conditions

This warranty is conditional on the User’s agreement to accept

- The Company’s sole judgment as to whether the faulty part is defective in material or workmanship
- Labor costs, except as stated under “The Company’s Responsibilities” including costs incurred in removing and replacing engine, (though consideration will be given by the company in certain circumstances)
- The costs and risks for transporting /shipping and other charges associated with the replacement of the repair parts
- Any costs in excess of the purchase price of the product
- Other miscellaneous costs including but not limited to travel, mileage, lodging, taxes, telephone calls and overtime, except as stated under “The Company’s Responsibilities”
- His obligation to make complete payment for the purchase of equipment, parts per services relating to the equipment under warranty

### Limitations

This warranty does not cover

- Defects due to the User’s improper installation, maintenance or use
- Alterations or repairs not authorized by the company in writing
- Any operation in excess of the Company’s rating or outside the stated site conditions
- Normal wear and tear

This warranty is expressly in lieu of all other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. All warranties which exceed the aforementioned obligations are hereby disclaimed by the Company and excluded from this warranty. The Company shall, under no circumstances, be held liable for any special direct, indirect, incidental or consequential damages – in particular, when the product is operating in conjunction with a transmission system where there is a risk of potentially damaging electrical stresses in the event of transmission failure. All claims made under this warranty should be made by contacting your local distributor or agent or the Company who will outline the administration and scope.