

Limited Warranty Statement

Enercon Engineering, Inc. warrants a full range of power generation (Mechanical and Electrical) products, and custom engineering enclosures manufactured in the U.S., to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained by writing Enercon Engineering, 201 Altorfer Lane, East Peoria, IL 61611.

Mechanical Products defined as enclosures, tanks, skids, mechanical engine accessories, and controls and wiring associated with such products manufactured by Enercon are warranted to be free from defects in material and workmanship under normal use, service, and indoor storage, for twelve (12) months after date of startup or eighteen (18) months after date of shipment from Seller's plant, whichever occurs first.

Electrical Products defined as switchgear, transfer switches, controls, and wiring, structures, programming, and components inherent to the operation and design of such products, exclusive of any associated with mechanical products noted above, manufactured by Enercon are warranted to be free from defects in material and workmanship under normal use, service, and indoor storage, for twenty-four (24) months after date of startup or thirty (30) months after date of shipment from Seller's plant, whichever occurs first.

Field Service

All warranty requests for service will require a Purchase Order (PO) prior to dispatch of a technician to site for evaluation

This warranty, for **Electrical Products only**, is limited to repair, replacement, or issuing of credit, as Seller may elect, for equipment failures associated with a clear defect in materials or workmanship. Travel and expenses are not applicable to Enercon's standard warranty unless as defined herein.

If, after evaluation, the failure is deemed warrantable, the PO will not be charged for the parts associated with the repairs.

Phone support is available. No charge applies for the first thirty (30) minutes. Time over thirty (30) minutes will be charged at standard phone support rates. Charges relative to a failure covered under warranty as defined herein will be credited upon Enercon's receipt of a qualified service report and all parts returned.

Enercon Engineering, Inc. Responsibilities

Enercon Engineering, Inc. is responsible for:

If a defect in material or workmanship is found during the warranty period, Enercon will, during normal working hours and through a place of business or other source approved by Enercon.

- Provide (at Enercon's choice) new, Enercon-approved repaired parts, or assembled components needed to correct the defect.
- For new **Electrical Products ONLY**, provide reasonable or customary labor needed to correct the defect.
- For new **Electrical Products ONLY**, provide travel labor, up to four hours round trip if, the opinion of Enercon, the product cannot reasonably be transported to Enercon Engineering and must be approved by Enercon Engineering. Note that travel labor in excess of four hours round trip, and any meals, flights mileage, lodging, etc., is the user's responsibility).

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to Enercon Engineering, Inc.
- Labor costs, except as stated under "Enercon Engineering Responsibilities", including costs required to disconnect the product from and reconnect the product to its attached equipment, mounting and support systems.
- Unrestricted access to the equipment.
- Shipping failed components back to Enercon for evaluation and/or repair.
- Travel expenses not covered under "Enercon Engineering Responsibilities."
- All costs associated with transporting products to and from Enercon Engineering, Inc.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those which are usual and customary, such as, Overnight, Saturday Delivery, 2-day air or similar.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Enercon Engineering material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of, and provision of parts to perform, the required maintenance and items replaced due to normal wear and tear.
- Allowing Enercon access to all electronically stored data.

Warranty Limitations and Requirements

If a defect in material or workmanship is found during the warranty period, the following will need to occur:

- All warranty part requests will require a Purchase Order (PO). Failed components must be shipped to Enercon for evaluation and repair, if, after evaluation the product is deemed to be covered under warranty, the PO will not be charged.
- No warranty is made with respect to items manufactured by others. Warranty on resold products is limited to that manufacturer's warranty coverage.
- Seller shall in no event be liable for any special or consequential damages. Misapplication or revisions of equipment, without written approval by Enercon, may void any applicable warranty.
- Replacement parts shall be warranted for six (6) months from date of shipment or termination of the standard warranty, whichever occurs first, subject to the terms and conditions as stated above for manufactured equipment.
- When the equipment reaches its final destination, the Buyer must notify the carrier and Enercon (within 24 hours) of any damage, should the case arise. Otherwise, the Buyer shall have no recourse against Enercon.
- Abuse or misapplication of equipment may void any applicable Enercon warranty.
- This warranty does not apply to normal maintenance or normal replacement of serviceable items.



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Limitations

Enercon Engineering, Inc. is not responsible for:

- Failures resulting from any use or installation which Enercon judges improper.
- Failures resulting from attachments, accessory items and parts not sold or approved by Enercon.
- Failures resulting from abuse, neglect and/or improper repair.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments.
- Failures reported after changes have been made to equipment that have not been communicated and approved, in writing, by Enercon
- Damage to parts, fixtures, housings attachments, and accessory items that are not part of the Enercon product (including any products of other manufacturers packaged and sold by Enercon).

- Repair of components sold by Enercon that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult Enercon Engineering for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Island Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY ENERCON, ENGINEERING, INC., EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM ENERCON SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISIONS OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

ENERCON ENGINEERING, INC. IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ENERCON ENGINEERING EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For electric power generation products sold for personal or family use, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion of limitation or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest authorized repair facility, call (309) 694-1418. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Enercon Engineering, Inc., 201 Altorfer Lane, East Peoria, IL 61611. Attention: Customer Service Manager. Telephone (309) 694-1418.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Island Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY ENERCON ENGINEERING, INC. EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM ENERCON SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF ENERCON IS THE SUPPLIER TO THE USER, ENERCON'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (A) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (B) IN THE CASE OF GOODS SOLD, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF THE EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

ENERCON EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENT OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

ENERCON IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a source approved by Enercon. For further information concerning either the location to submit claims or Enercon as the issuer of this warranty. Write Enercon Engineering, Inc., 201 Altorfer Lane, East Peoria, IL 61611. Attention: Customer Service Manager. Telephone (309) 694-1418.