

AKSA USA STANDARD WARRANTY GUIDE **FOR U.S. DOMESTIC AND CANADIAN SALES**

This guide has been prepared to provide a convenient reference to AKSA POWER GENERATION USA, LLC.'s service policies and procedures.

The obligations and responsibilities of AKSA POWER GENERATION USA, LLC. (hereinafter referred to as "AKSA") and AKSA's authorized distributor (hereinafter "DISTRIBUTOR") concerning warranty and after sale service are outlined in the AKSA Distributorship Agreement, however detailed policies and procedures are necessary to supplement the Distributorship Agreement.

NOTICE

If there are any discrepancies between the information contained in this guide and provisions in the Distributorship Agreement, the Distributorship Agreement shall prevail. This guide is the latest edition. Revisions and additions will be issued, as necessary, to keep your guidebook current and useable as a guide in your daily activities as service manager.

AKSA USA SHALL NOT BE LIABLE FOR ANY CLAIM GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT AT ISSUE, AND IN NO EVENT SHALL AKSA USA BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. STATE LAWS REGARDING THE RIGHTS OF CONSUMERS MAY VARY FROM STATE TO STATE

WARRANTY COVERAGE

AKSA warrants AKSA's GENSET (Here in after "Genset") to be only free from defects in materials and components.

For Gensets concerning **Standby** applications, it is warranted for two (2) years or 2,000 hours **whichever occurs first** from the date of **INITIAL STARTUP** (Installation date). In all cases, the warranty period will expire no later than thirty (30) months from the date of shipment ex-works AKSA USA or after 2,000 operation hours, whichever occurs first.

For Gensets concerning **Mobile/Prime** applications, it is warranted for twelve (12) months or 2,000 hours **whichever occurs first** from the date of **INITIAL STARTUP** (Installation date). In all cases, the warranty period will expire no later than thirty (18) months from the date of shipment ex-works AKSA USA or after 2,000 operation hours, whichever occurs first.

**** An AKSA Generator Set must be installed within 30 days of the ship date and the start-up Checklist must be completed and returned to AKSA within 45 Days of the ship date. The warranty period will start from the ship date of the gen set if start-up checklist is not received. This checklist is located in the genset documents. An exception to this is if the genset is sold to an AKSA certified dealer for stock. Then the above warranty limitations would not start until after it was shipped to the end user.**

In addition, this limited warranty is not valid or enforceable unless: (1) All supporting maintenance records are to be kept on file with the end user and made available upon request from factory, (2) The Generator set is routinely exercised in accordance with operating instructions, and (3) the installation meets all general guidelines, standards, recommendations (as laid out by product installation guide), all state and local codes and standards, and (4) Genset is under maintenance contract through AKSA approved service dealer

The following items do not extend the warranty period

- Generator set or system idle time
- Downtime during performed warranty repair or replacement

WARRANTY VOID/NOT COVERED IF:

1. Any unauthorized modification (such as increasing power or performance) or improper use, damages due to faulty repairs and including operation after discovery of defective or worn parts will void this warranty
2. Damage or defects caused by normal wear and tear, misuse, accident or improper sizing
3. Failure due to operating the generator at speeds, load or conditions in contrast to the generator specifications
4. Any overtime labor (8 hours is standard time in a day)
5. Any failure caused by contaminated fluids
6. Failure due to act of God or anything beyond manufactures control such as earthquake, storm, flood, fire, etc
7. Normal maintenance costs, including but not limited to adjustments, loose, and/or leaking fittings or clamps, and tune-ups performed during start-up or anytime thereafter.
8. Non-AKSA approved replacement part(s) will void this warranty
9. Damage related to animal, and/or insect infestation
10. Telephone, facsimile, cellular phone, satellite, Internet, or any other communication expenses
11. Failure due to misapplication, misrepresentation, or bi-fuel conversion
12. Overtime, Holiday, or emergency labor rates

13. Steel Enclosures that are rusting due to improper installation, location in a harsh or saltwater environment or scratched where integrity of paint applied is compromised
14. Modes of transportation deemed abnormal
15. Additional costs associated with inaccessible installations, including but not limited to removal and reinstallation of the generator set.
16. Lodging expenses of person(s) performing service, unless approved in advance by factory.
17. Rental Equipment used during warranty work including but not limited to generators, rigging equipment such as crane or boom truck, load banks, and special test equipment above factory requirements
18. Failure due to improper application and/or improper sizing
19. Any and all expenses incurred investigating performance complaints unless defective Aksa materials and/or workmanship were the direct cause of the problem
20. If damages occurred during shipping, customer must file claims with shipping company
21. Due to shipping, manufacturer is not responsible for loose connections. All connections must be checked at time of start-up
22. Any installation errors or damage of the equipment when shipped as ordered
23. Any special access fees required to gain access to Aksa Power Generation equipment, including but not limited to any training or safety policy requirements to gain access
24. Additional costs associated with inaccessible installations, including but not limited to removal and reinstallation of the generator set
25. Diesel engine "Wet Stacking" occurs due to lightly loaded diesel engines.
26. More than one trip to the job site because a service vehicle was not stocked with "normal" service parts and equipment as defined by Aksa.
27. Units purchased for Standby Power Applications that are being used in a Prime Power Applications.
28. Any repair labor time that is determined to be excessive, e.g., two or more people performing a one-person job.
29. Performance complaints in which no defect is found.
30. Any associated costs for replacing components that are found not to be defective.
31. Failures and progressive damage resulting from the use of a part not approved with written consent by Aksa
32. If the Genset is on an Island (or in the presence of high levels of salt), corrosion of the canopy and other metals will not be covered under warranty

If the Genset is being used in a **Mobile/Prime** application, these terms below will not be covered under warranty in addition to what is listed above in the "Warranty Void/Not Covered" section.

- Travel expense on portable equipment.
- Trailer lights, wiring, and brakes.
- Loading or unloading costs

- Loss or damage caused by carrier
- Repairs required as the result of improper handling, storage or protection

WHAT THE WARRANTY COVERS

Failures that meet the criteria outlined below may be considered as warrantable failures:

1. Must occur within the published warranty period for the Genset
2. Must be the result of a defect in materials or workmanship by the factory, and
3. Must not be listed under "Warranty Void/Not Covered", or "Vendor Components"

Additionally these components listed below are covered by a limited one (1) year warranty:

- Battery Charger
- Controller
- Water Heater
- Battery or Batteries of any kind
- External Fuel Tank Level Sensor(s)
- Generator Enclosure

WHAT PARTS ARE NOT COVERED BY AKSA WARRANTY

- * Service and maintenance, such as Genset cleaning, replacement of consumable parts, Lubrication, etc.
- * Consumable articles, such as oil, grease, fan belt, gaskets, fuses, or clutch lining, All filters, cables, bulbs, fuel injection nozzles, starting batteries, glow plugs and other similar parts.

COMPONENTS ARE WARRANTED BY AKSA USA THROUGH THE RESPECTIVE MANUFACTURER OF SUCH COMPONENTS

Vendor components that are warranted direct to the user-purchaser by the manufacturer, include, but are not limited to the following items. These components are not directly warranted by AKSA USA, but rather through their perspective manufacturers.

- * Engine (Perkins, Iveco, John Deere, Cummins, or Mitsubishi)
- * Alternator (Marathon, or Stamford)

*** Failures of these components are to be directed to the representative manufacturer's local service claims. Proof of purchase may be required for warranty. The Dealer/Distributor can contact AKSA USA about components located in "Vendor Component" section, however, all claims must be sent to their perspective manufacturer.**

REIMBURSEMENT

For a failure which occurs on an Aksa generator that is within the warranty period, the DISTRIBUTOR will be reimbursed for the cost of the repair or the replacement on the following bases:

Aksa will reimburse labor expenses at the rate of \$70 (USD) per hour for the time allowed for the applicable repair or for the actual labor expense, whichever is less.

Details are:

Labor: \$70 (USD)/hour unless otherwise noted and approved

Mileage: \$ 0.40(USD)/mile --Max: 150 miles one way

Travelling: \$70 (USD)/hour --Maximum 3 hours one way

Diagnostics: Shall be reimbursed based on a reasonable time to diagnose the specific problem.

Replacement parts shall be provided by Aksa Power Generation USA, LLC unless otherwise noted and approved. AKSA can provide replacement parts to claimants located within the Continental U.S. or Canada. In the event warranty repairs are performed outside the boundaries of the United States or Canada, AKSA is not responsible for any duties, taxes, or associated charges as may be applicable in accordance with the regulations of the country where such warranty repair is performed. In this case, Aksa's EXPORT WARRANTY covering parts only shall govern and be followed.

CLAIM SUBMITTAL PROCEDURE

General Information

- It is our desire to correct the defective material in our product and thus to fulfill our warranty obligations in a fair, equitable and timely manner.
- We are better able to compensate the DISTRIBUTOR for the repair of these defects when the warranty claims that reach us are well prepared and in accordance with the warranty policies and procedures defined herein.
- All information necessary to properly process the claim must be stated on the CLAIM FORM itself.
- Other than performance Service Form sheets, other required forms and photographs, do not attach notes, letters, or other clarifying information to the claim; write the information on the claim or add a second or subsequent page to the claim if necessary.
- If there is a question whether to include information on the claim or not, include it.
- Claims are never returned due to too much information or are processed and judged on the basis of the minimal information provided.

Warranty Claim Preparation

The AKSA CLAIM REPORT form (hereafter the "CLAIM FORM") is designed to simplify preparation and closely

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If more than one failure occurs on the same GENSET, an additional claim report form must be prepared and submitted under a different request number. No more than one failure may be listed on a GENSET CLAIM REPORT.

If more than one failure is involved, an additional CLAIM FORM or FORMS must be prepared and submitted under a different request.

Warranty claims must be received by AKSA within forty-five (45) days from the date the DISTRIBUTOR furnished and/or installed the new part to replace the defective part (repair date). Warranty claims received beyond the forty-five (45) day period will automatically be denied.

Trouble Description

Here, failure information should be shown as follow;

Complaint: Briefly and concisely describe the complaint or failure. Be as descriptive as possible. This is all the information available for AKSA to make their decision. Attach clear and in-focus photographs of the defect if available. **Please provide necessary info such as running hours of equipment, condition of unit, etc.**

Cause: Provide your analysis of what caused the complaint or failure. Include the condition of the failed part if it helps clarify the cause.

Correction: Once the problem has been corrected, provide a concise explanation of how the problem was corrected. This explanation must justify the parts requested on the claim or claim will be denied.

Part Amount and Parts Total

Enter the part's no., part's name, quantity and warranty unit price of the parts used in the repair. "Part Amount" can be calculated by Quantity and Unit Price.

Distributor Signature and Date

The DISTRIBUTOR's authorized signature and date of claim must appear here. This indicates compliance with current warranty policies and limitations. An unsigned claim is not an official request for warranty consideration and will be returned

to the DISTRIBUTOR for his signature. The date below the signature should be the actual date signed. Individuals authorized to sign warranty claims by the DISTRIBUTOR should be fully aware of and understand the implications associated with knowingly providing inaccurate or false information. The falsification of warranty claims in any manner, if discovered by AKSA through any means, can cause contract termination.

Important Time Limitations Factors

In order to effectively carry out the function of product reliability and product improvement, timeliness is of the utmost importance. The following will review and reemphasize the time limitations which must be adhered to for a claim to be accepted for processing. Failure to adhere to these time limits can cause a claim to be denied or later be reversed.

Request for Corrected or Additional Information

If corrected or additional information is requested, the requested information attached by a copy of the claim will be submitted by the DISTRIBUTOR. The area on which the additional data has been requested will be highlighted. The DISTRIBUTOR will be allowed three (3) days from the receipt of the request to provide that information.

Highlights of Claim Submittal

- Use warranty CLAIM FORM. This will be provided to you by Aksa.
- Prepare a separate claim for each failure/repair.
- Type the claim or print neatly.
- Make sure the GENSET or the part is within warranty period
- Attach photographs if they support the failure description
- Explain failure and repair description of problem
- Attach copies of outside invoices for parts.
- Claims must show installation date, a copy of the startup report, failure date and repair date.
- Claims must be signed and dated
- Submit claims promptly so that they reach AKSA within THIRTY(30) days of the repair date (maximum time)

REMOVED PARTS RETURN

AKSA may ask that removed parts be returned to AKSA for the purpose of Quality Control, Technical Research, and AKSA 's vendors, these parts are utilized for defect analysis, quality control analysis and product evaluation. Furthermore, these are used to determine future training needs by the service training personnel.

AKSA is responsible of transportation cost for removed Parts returned.

Storage and Disposition of Removed Parts

In case that the removed parts are damaged or not shipped to AKSA by the require date it will be exempted from the warranty. It is possible for DISTRIBUTOR or user to throw away removed parts after 210 days.

Return of Removed Parts

All the removed parts requested by AKSA must be shipped to the designated address within 20 days from the date requested. The distributor should attach the tags to all the removed parts. If not available, the explanation should be included. AKSA recommends the use of the Removed Part Tag included the following information.

- Distributor Code
- Claim Number
- Gen-set Model
- Engine Serial Number
- Operating time
- Part Number
- Repair Date

Shipping Requirements

The following procedures must be followed when parts are shipped.

- Parts to be shipped must be clean and drained lubricants or fluids thoroughly from components.
- To prevent damage in transit, the parts should be wrapped and tightly packaged.
- Do not ship including any potentially hazardous material
- The Removed Part Tag must be completely filled out and attached to the part being returned.

PAYMENT METHOD

Warranty claims will be charged back to the Distributor by issuing credit note or deducting of the warranty charges from the future shipments after warranty obligations was fulfilled by AKSA, if one of the following cases shall be found:

- Removed part is not shipped within 20 days from shipping request date
- Part is not defective.
- Incorrect part was shipped.
- Part was damaged due to abuse.
- Part was damaged during repair.
- Part is not a genuine part.
- Part was damaged during shipment.
- Part was not covered by warranty

AKSA POWER GENERATION USA, LLC.

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