

## HIPOWER Generating Sets Limited Warranty for Mobile Generators

Himoinsa Power Systems, Inc (“HIPOWER”) will, at its discretion, repair or replace any part(s) that, upon examination, inspection, and testing by HIPOWER, or branch thereof, is found to be defective under normal use and service, in accordance with the warranty period. Any repaired product shall be warranted for the remaining original warranty period only. Any equipment that the purchaser/owner claims to be defective must be examined by HIPOWER or your approved service center. This will verify service has been performed on the unit throughout the warranty period. This warranty is limited to and available only on Liquid-cooled units. Emissions warranty coverage, if applicable, is detailed in a separate emissions warranty statement.

Warranty Coverage: Warranty period starts on ship date. However, it may be adjusted to the date of commissioning of the generator set if completed within (6) months of the ship date from factory.

Product Line	Warranty
Diesel Tier 4 Final	2 years or 3,500 hours (whichever occurs first) parts and labor
Spark-Ignited Generators	2 years or 3,000 hours (whichever occurs first) parts and labor

**Guidelines:**

1. All warranty repairs, must be performed and/or addressed by HIPOWER or an approved service center.
2. All warranty expense allowances are subject to the conditions defined in HIPOWER’S claim policy.
3. All mobile gaseous generator well sites must be certified; a sample of the well site must be sent to, and pre-approved by HIPOWER prior to installation. Without pre-approval, warranty will be void.
4. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
5. Block heater controls and circulating pumps are only covered during the first year of warranty
6. HIPOWER may choose to repair, replace, or refund a piece of equipment.
7. Warranty Labor Rates are based on normal working hours. Additional cost for overtime, emergency labor costs for repairs outside of normal business hours will be the responsibility of the customer.
8. Battery and batteries of any type or kind. The battery manufacturer’s warranty applies to these only. Any warranty for such should be handled with the manufacturer according to their policies.
9. Excessive mileage charges. Any HIPOWER authorized distributor may provide warranty service anywhere but will only be paid travel from the nearest service center up to 240 miles round trip of the generator’s permanent location at the IRS Standard Mileage Rate.
10. Verification of maintenance records may be required for warranty coverage.
11. Engines, Alternators and Controllers used in HIPOWER mobile generators carry a separate manufacturer’s (OEM) warranty, unless otherwise expressly stated. All warranty claims for defects in material and /or workmanship on HIPOWER product components should be directed through HIPOWER SYSTEMS. (OEM) Warranties may vary and are subject to change. HIPOWER shall have no liability under OEM warranties.
12. Rates- Labor rate is \$85.00 per hour. Portal to Portal Drive Labor Time rate is \$30 per hour with a 4-hour maximum. Portal to Portal Mileage is based on IRS yearly rate for a maximum of 240 miles.
13. A valid warranty requires that: (1) HIPOWER’S warranty certificate form must be completed, returned and on file at Himoinsa Power System, Inc. (2) Generator sets that are to remain out of service for a period longer than two months are subject to special preservation requirements.
14. Unit enclosure is only covered against rust and corrosion the first year of the warranty provision.
15. The owner is responsible for the performance of regular maintenance services as specified in the operator’s manual applicable to the engine.

**The following will NOT be covered by this warranty:**

1. Cost of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Any failure caused by contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oils or coolants/antifreeze.
3. Failures caused by any act of God or external cause such as, but not limited to, collision, fire, theft, freezing, vandalism, riot or wars, lighting, earthquake, hurricane, terrorist acts or nuclear holocaust, or any other matters which are reasonably beyond the manufacturer’s control.
4. Products that are modified or altered in a manner not authorized by HIPOWER in writing.
5. Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence, or improper installation or sizing.
6. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
7. Damage related to rodent and/or insect infestation.
8. Overnight freight costs for replacement part(s).
9. Failure due to misapplication, misrepresentation, or bi-fuel conversion.
10. Any special access fees required gaining access to HIPOWER equipment not limited to but including, lodging, training or safety policy, planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport or living quarters deemed abnormal.
11. Telephone, facsimile, cellular phone satellite, internet, or any other communication expenses.
12. Rental equipment used while warranty repairs are being performed (i.e. rental generators, cranes, etc.)
13. The warranty does not cover sales tax or any incidental costs including, without limitation, shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, rental expenses and damages to property or equipment.
14. Any and all expenses incurred investigating performance complaints unless defective HIPOWER materials and/or workmanship were the direct cause of the problem.
15. Any failed components warranted by the OEM (i.e. engine, generator, starting batteries, etc.)
16. Normal maintenance and/or wear items (i.e. bearings, belts, bulbs, brakes, filters, fuses, fluids, hoses, tires, etc.)
17. Trailers and UL listed sub base fuel tanks will be covered under the original equipment manufacturer’s warranty.
18. Housing Lights and light switches.
19. Cords, receptacles, and cord reels.
20. Any repair labor time that is determined to be excessive: e.g., such as two or more persons performing a one-person job.

HIPOWER shall not be liable for any claim greater in amount than the purchase price of the product, in respect of which such claim is made, and in no event shall HIPOWER be liable for any special, indirect or consequential damages.

\*Note: HIPOWER is a registered brand of Himoinsa Power Systems, Inc.

This warranty is in place of all other warranties, expressed or implied, specifically HIPOWER makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner. HIPOWER’S only liability shall be the repair or replacement of part(s) as stated above. In no event shall HIPOWER be liable for any incidental or consequential damages, even if such damages are a direct result of HIPOWER’S negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. You agree to make no claims against HIPOWER based on negligence. This warranty gives you specific legal rights. You may also have other rights under applicable law.