

Warranty Statement

All equipment supplied by **PowerCo Systems International Ltd.**, has a warranty of twelve months from the date of commissioning or eighteen months from the date of despatch, whichever occurs soonest.

During these periods of time should the plant fail due to faulty design, materials or workmanship by **PowerCo** or its sub-contractors, we undertake to rectify the fault by replacement or repair as our option.

PowerCo will accept no responsibility whatsoever for equipment that has failed due to:-

- Operation with incorrect fuel, lubricating oil or coolant.
- Improper repair or use of parts not supplied by **PowerCo**
- Lack of or incorrect maintenance.
- Fair wear and tear, misuse, negligence, accident, improper storage, incorrect starting/warm-up/run-in or shutdown.

No warranty claim will be considered by **PowerCo** unless any defective parts are available for inspection by **PowerCo** or its nominees to determine the reason for failure, and **PowerCo** is given the option of repair or replacement.

PowerCo is not responsible for incidental or consequential damages, other costs due to warrantable failure, and unauthorised alterations made to any product supplied by **PowerCo Systems International Limited**.

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PowerCo Systems International Ltd.

UNITED KINGDOM

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POWERCO SYSTEMS INTERNATIONAL LTD

STANDARD WARRANTY TERMS

DEFINITIONS

"The Company"	means PowerCo Systems International Ltd.
"The Purchaser"	means the person/s, firm or company entering into the contract with the Company.
"The Goods"	means and includes goods manufactured/supplied by the Company as specified in the contract.
"The Contract"	means the original contract of sale.

- A. The Company will replace or repair as its options as soon as is reasonable practicable any part of the goods manufactured by the Company 12 (Twelve) Months from the date of commissioning or 18 months from the date of shipment from the Company's works (whichever shall occur first) shall have proved defective through faulty materials supplied by the Company (fair wear and tear excluded) provided always that:
- i. The Purchaser shall show to the satisfaction of the Company that it has during the period up to date when any such defect as aforesaid shall have become apparent, properly used the goods and operated the same under conditions and with supplies approved by the Company and paid competent attention to all instructions issued by the Company in connection with such use or operation, particularly with regard to the use of recommended fuels, lubricants and spare parts.
 - ii. Notice in writing of any defect shall be given to the Company with full particulars thereof (i.e. Plant No. hours run, etc) within seven days of the same becoming apparent and the defective part/s shall be promptly returned by the Purchaser free of all costs to the Company to the Company's work unless otherwise arranged.
 - iii. Every facility shall be given to the Company by the Purchaser to enable the Company to fulfil the above undertaking including such facilities as the Company and its servants and/or agents may reasonably require for visiting the site and inspecting the goods at any time or times during the said period.
- B. It is agreed that in respect of components not manufactured by the Company, but supplied by the Company under the Contract, the Company will give to the Purchaser and the Purchaser will accept, an undertaking equivalent to the undertaking or guarantee which the Company may have received in respect of such parts or components, but not so as to impose upon the Company a liability greater than that under paragraph 1. above.
- C. Except in so far as the Company accepts liability under the above paragraphs as the Company shall not be under any liability in respect of defects in the goods delivered or for any injury, damage or loss howsoever caused resulting directly or indirectly from such defects and the Company hereby excludes all liability to the Purchaser at Common Law or under statutory provision for breach or warranty or conditions (whether express or implied) or for any other breach of duty whatsoever.
- D. This guarantee shall not apply to fair wear and tear or to damage due to negligence or improper handling by the Purchaser or his employees or agents, or in the case of repairs or alterations carried out by the Purchaser without the Company's knowledge or approval, or due to damage by any cause beyond the Company's control.