

STADCO LIMITED WARRANTY POLICY D25
FOR CELLPAC™ & TOP DOG™
GENERATOR SYSTEMS

COVERAGE & TERM

1. This Warranty statement applies exclusively to Stadco Compartment Generator Sets, (hereinafter referred to as the "Products"), sold by STADCO PRODUCTS DIVISION of Stauffer Diesel, Inc. ("STADCO") subject to conditions stated herein. Stadco warranty coverage area limited to continental USA and Canada. STADCO guarantees such Products against defects, which occur under normal (non-marine) use and service in compartment and Enclosed applications for Cellpac type Products and Non-Enclosed applications for Top Dog type Products, which can be proved to the reasonable satisfaction of STADCO to be a result of defect in workmanship or materials ("Warrantable Failure"). STADCO does not guarantee defects arising out of installation of the Product unless the recommended installation procedures are followed pursuant to the provisions in this Policy and defects can be proved to the reasonable satisfaction of STADCO to be a result of defect in workmanship or materials.
2. Term of this STADCO warranty limited to the earlier of a period of (24) consecutive months of service or (2000) hours of operation to the first User ("User"), but not to exceed (30) months from the date of invoice by Stadco to its original Customer ("Customer").

STADCO RESPONSIBILITIES

3. In case of Warrantable Failure, STADCO's responsibility is limited solely to, at its option, repairing or replacing the defective Product or parts of the Product, or refunding the costs of repairs. STADCO may, at its option, replace faulty components with new or factory rebuilt components of their choice. Stadco, at its option may elect to have units returned to Stadco for repair of Warrantable Failure; in which case Stadco will pay return freight to customer.

**BUYER/INSTALLER/RESELLER/OWNER
RESPONSIBILITIES**

4. Reseller is responsible for proper Product model selection from STADCO Product Information publications. Installer is responsible for proper application and installation of the Product. Installation, operation and maintenance procedures are specified in regular publications available from STADCO. Resellers, users and maintenance personnel are expected to have STADCO publications available and be familiar with contents before proceeding with sales, installation and operation of the Product.
5. Before the expiration of the warranty, first User or original Customer must immediately notify STADCO of any Warrantable Failures and deliver the defective Product, at his own expense, to a facility designated by STADCO for repair. User/Customer is solely responsible for all travel expenses required to perform Warrantable Repair on job site. List of authorized repair stations available from STADCO upon request.
6. User/Customer is solely responsible for contingent expenses and repairs and for "downtime" expenses, and all business costs, and losses resulting from Warrantable Failures.

LIMITATIONS & CONDITIONS

7. User/Customer's option for repair of Warrantable Failures is strictly limited to repair at a STADCO facility, or in lieu thereof, a qualified STADCO designated repair facility, which has expressly obtained prior approval to perform such repair.
8. Labor allowance for Warrantable Failure repairs is strictly limited to labor required for repair of the Product. This warranty does not cover any other labor which may be required to complete Warrantable Failure repairs, including but not limited to, recovery of the Product, cleaning, reinstallation or any other contingent labor costs.
9. This warranty does not cover the following: (i) wear and tear or contaminants; (ii) exposure, corrosion or prolonged or improper storage; (iii) normal maintenance service or the replacement or repair of parts required to be replaced or repaired in the course of normal maintenance service; (iv) improper installation, use, fuels, lubricants operation, maintenance, transportation or packing; (v) misuse, alteration, negligence and accidents; (vi) chemical or electrical action; and (vii) unauthorized repairs.
10. Components used in warranty repairs will carry the same warranty coverage as the components they replace, but the expiration dates will be the same as those of the original Product. Any Product or component that is replaced free of charge shall become the property of STADCO.

11. Warranty claims must be submitted on STADCO WARRANTY CLAIM FORM within (30) days after completion of the warranty repair. STADCO reserves the right to request return of Warrantable Failure parts for evaluation prior to making a determination; such parts must be shipped transportation prepaid. Any Product or component of the Product that is replaced by or for Stadco shall become the property of Stadco.
12. STADCO IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE.
13. THIS WARRANTY IS THE SOLE WARRANTY MADE BY STADCO IN REGARD TO THE PRODUCT, STADCO MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
14. Installer/Reseller/User/Customer agrees to indemnify and hold STADCO harmless from and against any loss, liability, damages or expenses resulting from injury to persons or property, without limitation, due to acts or omissions of the Installer/Reseller/User/Customer, its agents and employees in the sale, installation, use and operation of Products purchased from STADCO and shall assert no claim against STADCO for consequential damages.
15. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any other available at law or in equity. Stadco's total aggregate liability with respect to any defective Products shall not exceed the amount paid by the customer for such Products and Customer agrees to release, defend, indemnify and hold Stadco harmless from and against any and all further liability arising in any manner from any alleged defective Products. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited.

LIMITED MONEY BACK WARRANTY

16. STADCO CELLPAC or TOP DOG Product may be returned by original Buyer for money back if Product fails to perform reliably or fails to perform to specifications as advertised by STADCO. Buyer is responsible for all transportation costs and cost of restoration to resalable condition as determined by STADCO. Buyer reimbursement is limited to refund of purchase price of such Product (excluding all extraneous costs) less cost of restoration for resale. Money back guarantee is limited to either ninety (90) days from original shipment date or 300 hours of operation, whichever occurs first. In no case will return for reimbursement be allowed for any Product which is not physically received at STADCO plant within one hundred and twenty (120) days from original shipment date. Evidence of tampering with the unit will completely void this provision of warranty. Offer limited to first unit purchased by each individual Buyer.

SAFETY NOTICE

17. To prevent possible accidents which may result from the use of any generator set system it is important that correct installation, maintenance and operation procedures are followed. Installation, maintenance and operation procedures specified by STADCO, and the engine manufacturer must be followed in conjunction with engineering and safety information specified. Grounding equipment, guards and other suitable safety equipment or procedures that may either be desirable or specified in safety codes must be provided to assure safe operation in the prevailing conditions. THESE DEVICES MAY NOT BE INCLUDED WITH THE PRODUCT, AND ARE NOT THE RESPONSIBILITY OF STADCO. INSTALLER IS RESPONSIBLE FOR PROVIDING SAFETY ITEMS TO SATISFY PREVAILING SAFETY CODES.

SUMMARY

Provisions of this warranty are limited to these terms; no other claims will be valid unless authorized in writing by STADCO Warranty Administrator.

This warranty shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes arising out of or related to this Agreement shall be in the Court of Common Pleas of Lancaster County, Pennsylvania.

Effective date: January 1, 2009. Supersedes all previous warranty statements.

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