

Warranty

MAGNUM POWER PRODUCTS, LLC

ONE YEAR / TWO THOUSAND HOUR LIMITED WARRANTY FOR MOBILE SPARK-IGNITED POWER SYSTEMS

NOTE: ALL UNITS MUST HAVE A START-UP INSPECTION BY AN AUTHORIZED MAGNUM DEALER.

For a period of one (1) year or two thousand (2,000) hours of operation from the date of startup, whichever occurs first, Magnum Power Products ("Magnum") will, at its option, repair or replace any part(s) which, upon examination, inspection and testing by Magnum or an Authorized/Certified Magnum Dealer, or branch thereof, is found to be defective under normal use and service, in accordance with the warranty schedule set forth below. Repair or replacement pursuant to this limited warranty shall not renew or extend the original warranty period. Any repaired product shall be warranted for the remaining original warranty period only. Any equipment that the owner/operator claims to be defective must be examined by the nearest Authorized/Certified Magnum Dealer, or branch thereof. This warranty applies only to Magnum Mobile Spark-Ignited Generators used in "gaseous" or well gas applications. It is highly recommended that scheduled maintenance, as outlined by the owner's manual and/or supplemental manual, be performed by an Authorized/Certified Magnum Dealer, or branch thereof. This will verify service has been performed on the unit throughout the warranty period.

This warranty is transferable only during the warranty period. This warranty only applies to units sold for use in the US and Canada.

WARRANTY SCHEDULE:

YEAR ONE / FIRST 2000 HOURS – Limited comprehensive coverage on labor and parts, excluding normal wear and/or maintenance parts and fluids. Maintenance parts include, but are not limited to, filter and belts. Well sites must be certified and pre-approved.

GUIDELINES:

1. Each well site must be certified; a copy of the certification must be sent to, and pre-approved by, Magnum prior to installation. Without pre-approval, warranty will be void in its entirety.
2. All warranty repairs must be performed and/or addressed by an Authorized/Certified Magnum Dealer.
3. All warranty expense allowances are subject to the conditions defined in Magnum's Claim Policy Manual.
4. Damage caused by non-OEM replacement parts is not covered.
5. Magnum may choose to repair, replace or refund a piece of equipment.
6. Warranty labor rates are based on normal working hours. Additional costs for overtime, holiday or emergency labor cost for repairs outside of normal business hours will be the responsibility of the owner/operator.
7. Warranty parts shipment costs will be the responsibility of the owner/operator.
8. Batteries are warranted by the battery manufacturer.
9. Verification of required maintenance and site certification may be required for warranty coverage.

THIS WARRANTY SHALL NOT APPLY TO THE FOLLOWING:

1. Costs for certifying or pre-approving well sites.
2. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
3. Any failure caused by contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oils or coolants/antifreeze. Fuels containing greater than 80 ppm Wt. sulfur or any phosphorus or heavy metals are considered improper fuels and may cause damage to engine or components, which will not be warranted.
4. Failures caused by any external cause or act of God such as, but not limited to, collision, fire, theft, freezing, vandalism, riot or wars, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood, tornado, hurricane, terrorist acts or nuclear holocaust.
5. Products that are modified or altered in a manner not authorized by Magnum in writing.
6. Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence, or improper installation or sizing.
7. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of defective part(s).
8. Damage related to rodent and/or insect infestation.
9. Failure due to misapplication, misrepresentation, or bi-fuel conversion.
10. Telephone, facsimile, cellular phone, satellite, internet, or any other communication expenses.
11. Rental equipment used while warranty repairs are being performed (i.e. rental generators, cranes, etc.).
12. Modes of transportation deemed abnormal (refer to Magnum's Claim Policy Manual.)
13. Steel enclosures that are rusting due to improper installation, location in a harsh environment or scratched where integrity of paint applied is compromised.
14. Any and all expenses incurred investigating performance complaints unless defective Magnum materials and/or workmanship caused the problem.
15. Starting batteries, fuses, light bulbs, engine fluids, and overnight freight cost for replacement part(s).

THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; MAGNUM MAKES NO 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 states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner.

MAGNUM'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL MAGNUM BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF MAGNUM'S NEGLIGENCE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to purchaser/owner. Purchaser/owner agrees to make no claims against Magnum based on negligence. This warranty gives purchaser/owner specific legal rights. Purchaser/owner may also have other rights that vary from state to state.