

Warranty

EATON STANDARD LIMITED WARRANTY FOR HOME STANDBY/LIGHT COMMERCIAL STATIONARY EMERGENCY PRODUCT BELOW 50kW

For a period of two (2) years from the date of sale, Generac Power Systems, Inc. will, at its option, repair or replace any part(s) which, upon examination, inspection, and testing by Generac Power Systems or an Authorized/Certified Generac Power Systems Dealer, or branch thereof, is found to be defective under normal use and service, in accordance with the warranty schedule set forth below. Any equipment that the purchaser/owner claims to be defective must be examined by the nearest Authorized/ Certified Generac Power Systems Dealer, or branch thereof. This warranty applies only to Generac Power Systems Generators used in "Stationary Emergency" applications, as Generac Power Systems, Inc. has defined Stationary Emergency, provided said generator has been properly installed and inspected on-site by appropriate personnel. Scheduled maintenance, as outlined by the generator owner's manual, is highly recommended. This should be performed by an Authorized/Certified Generac Power Systems Dealer, or branch thereof. This will verify service has been performed on the unit throughout the warranty period.

WARRANTY SCHEDULE

YEARS ONE and TWO — Limited comprehensive coverage on mileage, labor, and parts listed.

- - ALL COMPONENTS

*Start-up and/or On-line Registration, or Registration Card, along with Proof of Purchase, must be performed and/or sent in.

GUIDELINES:

- Any and all warranty repairs and/or concerns, must be performed and/or addressed by an Authorized/Certified Generac Power Systems Dealer, or branch thereof.
- An Eato or Generac Power Systems, Inc. Transfer Switch is highly recommended to be used in conjunction with the genset. If a Non-Eaton or Non-Generac Power Systems, Inc. Transfer Switch is substituted for use and directly causes damage to the genset, no warranty coverage shall apply.
- All warranty expense allowances are subject to the conditions defined in Generac Power Systems Warranty, Policies, and Procedures Flat Rate Manual.
- Units that have been resold are not covered under the Generac Power Systems Warranty, as this Warranty is not transferable except with change of ownership of original structure.
- Unit enclosure is only covered against rust or corrosion the first year of the warranty provision.
- Use of Non-Generac replacement part(s) will void the warranty in its entirety.
- Engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision (If applicable).

THIS WARRANTY SHALL NOT APPLY TO THE FOLLOWING:

1. Any unit built/manufactured prior to January 1, 2005.
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.
4. Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as Generac Power Systems have defined Prime Power, Trailer Mounted or Rental Unit. Contact a Generac Power Systems Distributor for Prime Power, Trailer Mounted or Rental Unit definition.
5. Units used for prime power in place of existing utility power where utility is present or in place of utility power where utility power service does not normally exist.
6. Failures caused by any act of God and other force majeure events beyond the manufactures control.
7. Products that are modified or altered in a manner not authorized by Generac Power Systems in writing.
8. Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence, or improper installation or sizing.
9. 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).
10. Failure due to misapplication, misrepresentation, or bi-fuel conversion.
11. Telephone, facsimile, cell 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. Overtime, holiday, or emergency labor.
14. Planes, ferries, railroad, busses, helicopters, snowmobiles, snow-cats, off-road vehicle or any other mode of transportation deemed abnormal.
15. Any and all expenses incurred investigating performance complaints unless defective Generac materials and/or workmanship were the direct cause of the problem.
16. 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, SPECIFICALLY, GENERAC POWER SYSTEMS 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 states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner.

GENERAC POWER SYSTEMS ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC POWER SYSTEMS BE LIABLE FOR ANY INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC POWER SYSTEMS, INC. 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 Generac Power Systems, Inc. based on negligence. This warranty gives purchaser/owner specific legal rights. Purchaser/ owner also may have other rights that vary from state to state.

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