Emissions Warranty Statement (Spark-Ignition Engine Powered Generators) Warranty Rights, Obligations, and Coverage

The Spark-Ignition Engine ("Engine") installed in your Generac Power Systems Inc. ("Generac") "Generator" is certified to Clean Air Act ("CAA") requirements including United States Environmental Protection Agency ("EPA") implementing regulations. Through this "Emissions Warranty." Generac warrants that your certified stationary Engine is designed and manufactured free from defects in material and workmanship which would cause a noncompliance to EPA regulations or damage due to premature failure of emission related engine components ("ERCs").

Warranty Duration

Generac considers the Generator Engine as placed into service upon sale to the first purchaser (the customer who will install and/or operate the Generator), thereby activating the warranty period from the time of sale to the first purchaser or for total engine hours for the periods below. The Emissions Control Information label on your Engine presents the Compliance Period, establishing the Emissions Warranty period in the table below. *Hour limitation for Engines equipped with hour meters.

	Duration from Sale	
Engine Category	Years	Hours*
Exhaust Emissions Related Components [Compliance Period = 500 hours]	2	250
Exhaust Emissions Related Components [Compliance Period = 1,000 hours]	2	500

Emission Related Components May Include the Following Components and Systems:

1. Fuel Metering g. Regulators 6. Spark Plug Wires a. Carburetor h. Liquid Gas Vaporizer 7. Exhaust Manifold b. Injection System e. Fuel Lines 8. Catalyst Assembly c. Pressure Regulators 2. Intake (Manifold, Piping) 9. Muffler d. Fuel Rail 3. Ignition Module 10. Crankcase Breather Assembly e. Fuel Pump

4. Ignition Coil 11. Sensors

f. Mixers 5. Spark Plug 12. Electronic Controls/Diagostics

Purchaser's/Owner's Warranty Responsibilities and Limitations

The Engine purchaser/owner/operator ("You" or "Your") is responsible for:

- 1. Engine installation, operation, adjustment, and maintenance per Generac's specifications, instructions, and Owner's Manual.
- 2. Presenting the Engine to an authorized Generac distribution center, servicing dealer, or equivalent entity as soon as a problem presents. Generac will complete Emissions Warranty repairs in a reasonable time.
 - a. You are responsible for transportation, delivery, and service call expenses incurred.
 - b. You are responsible for damages or losses incurred in transport or shipment for inspection or Emissions Warranty repairs.

Generac warranty coverage and obligation:

- 1. Generac will repair or replace at no cost to You, including diagnosis, parts, and labor, defective or prematurely failed ERCs.
 - a. Generac will pay for inspection and diagnostic services determining a warrantable condition.
 - i. Customer may be responsible for inspection and diagnostic services fees if no warrantable condition is determined.

Generac will deny Emissions Warranty coverage and claims:

- 1. For evidence of abuse, misuse, neglect, improper maintenance, deficient maintenance, unapproved modifications, accidents, or acts
- 2. For damage not caused by Generac Engines or Generac equipment.
- 3. For Engines on which add-on or non-equivalent parts are installed.

Limitation for ERCs subject to maintenance schedules:

- 1. ERCs not scheduled for maintenance repaired or replaced under this Emissions Warranty: the repaired/replaced component is warranted only for the remaining warranty period.
- 2. ERCs scheduled for maintenance having failed prior to first scheduled maintenance: the repaired/replaced ERC is warranted through the next scheduled maintenance event.

Part and Service Selection:

- 1. You may choose any qualified repair shop or person to maintain, replace, or repair Your Engine with original or equivalent replacement
- 2. Generac recommends You retain all receipts covering maintenance on Your equipment, but Generac cannot deny Emissions Warranty service solely for lack of receipts.
- 3. Emissions Warranty, recall, and all other services paid for by Generac must be performed at an authorized Generac service provider.

Contacts: Emissions Warranty service can be initiated through Your selling dealer or an authorized Generac service provider. Please call 1-800-333-1322 or visit www.generac.com or write to Generac Power Systems, Inc. P.O. Box 8, Waukesha, WI 53187.

IMPORTANT NOTE: This Emissions Warranty does not apply to 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). Emissions Warranty is in place of all other warranties, expressed or implied. Specifically, Generac makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties required by law shall be limited in duration to the terms of the express warranty provided herein.

United States Environmental Protection Agency Requirements for <u>STATIONARY</u> EMERGENCY Generators

Purchaser's/Owner's Recordkeeping Responsibilities

EPA regulations in 40 C.F.R § 60 Subpart JJJJ require the Owner/Operator to maintain the certified emergency stationary SI internal combustion engine ("Emergency Engine") and emissions control system according to Generac's Owner's Manual instructions. The Owner/Operator ("You" or "Your") may need to maintain and be able to present records including:

- 1. The Emergency Engine is certified to meet EPA emission standards.
- 2. Maintenance records.
- 3. Records to demonstrate that the engine was operated less than 100 hours per year on propane and only during emergency situations.
- 4. Records of operating hours, including emergency and non-emergency operation; Generac Emergency Engines are equipped with non-resettable hour meters to facilitate recordkeeping.
- 5. Compliance permits and records for State and local requirements.

You are responsible for compliance and potential liabilities for all Emergency Engine operation including requirements and limitations determined by Federal, State, local, and insurance agencies. Emergency Engines may be operated for maintenance checks and readiness testing provided that the tests are recommended by Federal, State, or local requirements; Generac, or the insurance company associated with the Engine.

Your certified Emergency Engine has a pre-set emission control system and does not require adjustment.

Maintenance checks and readiness testing is generally limited to 100 hours per year. Emergency Engines may be used without a time limit during qualifying emergency situations.

Emergency Engines may, depending on local regulations, operate up to 50 hours per year in non-emergency situations, including demand response without compensation, counted towards the 100 hours per year provided for maintenance and testing, but cannot be used for peak shaving or to generate income or as part of a financial arrangement.

Failing to follow the Generac Owner's Manual may cause EPA to treat Your Emergency Engine as non-certified and subject to site permitting and / or performance testing.

Non-Compliance Liability

You may be subject to penalties for violations to Federal, State, and local laws including those in 40 C.F.R § 1068.101(b) for improper operation, maintenance, or compliance practices. California regulations may prohibit demand response operation for Emergency Engines not certified to California Air Resources Board regulations.