

## Guarantee conditions for mobile and stationary Fischer Panda Generators

The following guarantee conditions, which describe the requirements and scope of the manufacturer's guarantee, shall not affect the warranty obligations in the sales contract between the seller/manufacturer and the customer. This guarantee applies in addition to the legally required warranty.

### 1 - Guarantee preconditions

Important requirements for the guarantee:

- 1.1 With the generator delivered, there will be a form entitled "application to register and issue a certificate of guarantee" in the technical documentation provided. This form has to be carefully completed and has to be returned to the manufacturer within 2 weeks of the generator's installation. This applies to all generators.
- 1.2 Correct installation in accordance with the installation instructions in the manual and safety regulations of the manufacturer.
- 1.3 Performance of the required start-up inspection, including testing of the coolant intake and return flow temperatures after a 2-hour duration at nominal load.
- 1.4 Further inspections (after every 100 operating hours) have to be performed in compliance with the specifications and entered in the form.
- 1.5 The user is required to examine the oil level on a daily basis and perform a visual inspection in accordance with the manual and/or checklist.

### 2 - Warranty duration

The manufacturer guarantees faultless material and perfect operation of the generator for a period of 24 months from date of purchase (in the case of a generator that is designed for commercial use, this period is limited to 12 months).

The period begins with the delivery date of the generator and is limited to a maximum of 1000 operating hours. For specific parts of the water-cooled electrical Panda asynchronous generator the guarantee period is extended to 5 years. This extended guarantee period is subjected to restrictions as stated in this guarantee (see Section 5 – extended guarantee). Any work carried out during the period of the guarantee will not cause either an extension of the guarantee period nor will it start a new guarantee period.

The guarantee duration for replaced parts replaced under a guarantee claim shall end with the day, on which the guarantee period for the delivery article concerned expires. The terms of the guarantee for certain parts shall depend on the conditions of the engine manufacturer (in some cases only for 6 months). In all other respects, the following specified conditions of the manufacturer shall be binding.

Further demands or other claims, such as damage to any other items other than that of the object of purchase, are excluded, insofar as no mandatory legal liability has been imposed.

### 3 - Expiration of guarantee

The guarantee shall expire if

- the customer does not notify the manufacturer of the defect immediately.
- the customer does not allow the manufacturer to immediately repair the defect. [The customer is to that extent obligated to co-operate in remedying the defect. It is the customer's responsibility to remove any defective parts, and cover the full costs for returning them (or the vehicle if the generator has been installed in a mobile configuration) to the manufacturer for repair.]
- the defect is caused by overloading or incorrect operation.
- the requisite service and maintenance work has not been performed.
- the monitoring system and switching-off functions of the generator could not be effective because cables have been removed or damaged, or because the functions were not operating for other reasons.
- the installation instructions were not correctly complied with.

The guarantee claim shall expire if

- an unauthorised service station has repaired the generator (minor cases are excluded) or
- parts have been used which were not supplied by the manufacturer, or
- parts have been used which have been modified and not examined by the manufacturer, or
- the cooling system of the generator does not meet the requirements. (Max. temperature difference between intake and output-flow in normal operation is 14°C and under extreme conditions 18°C). The maximum temperature for the intake during normal operation is 70°C and under extreme conditions 75°C,
- the external cooling water expansion tank has been incorrectly installed,
- the application to register and issue a certificate of guarantee was not sent to the manufacturer within the required period of time or is incomplete,
- if the temperature data of the maximum values deviate from the inspection record given by the manufacturer,
- if the requisite factory acceptance test was not performed for generators with a rating of 25 kVA or more
- substantial details of the installation instructions have not been complied with.

The guarantee claim is void in all cases due to an act of God or war.



## **4 - Guarantee work**

If guarantee work is required, the customer shall be obligated to present the generator to one of the authorised distributors or to a designated service station (as specified by the manufacturer) at his own expense or return it directly to the manufacturer.

If the generator has been installed in a vehicle (land vehicle, water vehicle, etc.), the customer has to arrange precisely with the manufacturer in the event of any guarantee work where and how the repair can be made. Basically, the customer shall be obligated to deliver the vehicle or the generator to the manufacturer in Paderborn.

In each case, the manufacturer can decide whether a repair shall be conducted at the Paderborn-based facility or at another location by an authorised partner. In this case, both technical aspects and costs must be taken into consideration. If the customer requires that a mechanic travels to the object, in each case the customer must bear all travel expenses involved. These shall also include the necessary work-time during the journey as well as travel expenses, such as overnight accommodation, daily allowance, etc.

If in special cases guarantee work is carried out on board at the location of the vehicle, the customer has to ensure that both the vehicle and the generator are perfectly accessible, and that appropriate and acceptable working conditions are available.

Care must also be taken to ensure that the vehicle is available from 7 am to 8 pm for the repair.

The customer can under certain circumstances, after agreement with the manufacturer, allow defective parts to be removed locally. These must be sent on demand free of charge to the manufacturer or to another address designated by the manufacturer. They will be replaced or repaired after examination by the manufacturer and sent back to the customer at the latter's own risk and expense. The costs for installation and removal will be calculated at a fixed rate corresponding to the amounts applying for a perfectly accessible generator. Any additional expenses entailed by complicated accessibility will not be refunded, or will be charged additionally, if a representative mechanic of the manufacturer performs the repair work.

If a part is replaced, the manufacturer will gain ownership of the defective part involved.

If repairs are not carried out by the manufacturer on the manufacturer's premises, the customer shall be required to bear all expenses for the repair. Decisions as to which repair costs will be reimbursed will be made after the defective parts have been returned to the manufacturer for further examination.

## **5 - Extended guarantee**

Extended guarantee for PANDA generators - 5 years from date of purchase:

For the electrical part of the generator (stator with coil, generator housing, housing gasket with all parts coming into contact with water) a guarantee is given for five years. This extended guarantee covers all damages,

which arise by effect of cooling water to the parts specified above.

The manufacturer decides at his own choice, whether he repairs the defect, or provides a spare part free of charge. All parts have to be removed and returned to the manufacturer carriage-paid. The owner shall bear the costs and expenses for this. Damage occurring as a result of thermal overloading of the generator, from parts failure, ordinary abrasion, or malfunction of peripheral units, water pumps, water intake, automatic shutdown systems, etc. will be excluded.

Operating expenditure for working hours, etc. for assembly and disassembly of the generator, are only covered in this extended guarantee insofar a lump sum is charged for the repair work, which will be calculated on a time basis if the repair work has been carried out by an experienced mechanic with good access to the object.

Damage resulting from third-party factors is excluded. Damage resulting from inappropriate compensation or over compensation with capacitors is excluded.

## **6 - Applicable law, place of jurisdiction**

For all business and legal relations between Fischer Panda and the customer applies exclusively non-unified German law, in particular the BGB/HGB. The regulations of the Vienna UN Convention of 11.4.1980 on Contracts for the International Sale of Goods (UN-Uniform Law on the International Sale of Goods/DCSIG) do not apply. The place of performance and jurisdiction is Paderborn. If the customer is a trader, legal person of public law or public assets, the sole place of jurisdiction for all disputes arising from this guarantee agreement shall be registered domicile of the manufacturer. The same shall apply if the customer does not have a general place of jurisdiction in Germany or a domicile or an undisclosed place of residence at the time of the suit's being filed.

Should individual provisions of these Guarantee Conditions for mobile and stationary Fischer Panda Generators be or become in whole or in part null, void or illegal or should the contract contain an omission, this shall not affect the validity of the other provisions contained in these Guarantee Conditions. Instead of the provision which is null, void or illegal a valid provision is deemed as agreed upon, which comes closest to what the parties intended; The same shall apply in the event that there is an omission in these provisions' coverage.

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