

GENERAL

Newage warrants any products of its manufacture to be free from defects in materials and workmanship for a period of time dependent upon service and application.

Stamford and Markon Generators are built in accordance with specific standards as indicated in our sales literature.

Conformance with these standards on Newage's part requires that the products be used as intended and certain precautions be taken by the user and assembler.

AC Generators must be properly protected, ventilated, and mounted to ensure trouble-free running. The user should take precautions to ensure that the ingress of moisture, recirculating exhaust, dust, insects, rodents and debris are avoided.

Coastal and marine installations require protection against salt-laden spray. Anti-condensation heaters must be installed where temperature differentials and relative humidity promote condensation. Electrical system protection must be properly selected, rated, installed and functioning.

Newage shall be under no liability for defects on products that have been improperly used or stored or which have been repaired, adjusted or altered by any person except our authorised agents or ourselves.

We shall not be liable for any second-hand goods, proprietary articles or goods not of our manufacture although supplied by us, such articles and goods being covered by the warranty (if any) given by the manufacturers.

Newage's warranty period does not extend beyond that offered by the original purchaser, and is voided by any resale to other than the first owner/user.

WARRANTY PERIODS

A. Emergency or Standby Duty

Standby generators must be permanently installed, properly enclosed and ventilated, and used as backup to the normal power source. Mobile or rental sets do not fit this category.

The warranty period is 24 months from date of installation by the first owner/user, or 30 months after date of shipment by Newage, whichever is the shorter; or 1000 hours of operation, limited to a maximum of 500 hours per year, for 2 years, whichever is the shorter.

B. Continuous or Prime Duty

Continuous or prime power service describes operation in a permanent or mobile application where no other source of power is generally available. Rental sets, and specific products for irrigation and refrigeration meet this criteria, irrespective of running hours. Cogeneration and peak shaving installations are considered prime power.

The warranty period is 12 months from date of start-up by the first owner/user, or 18 months after date of shipment by Newage, whichever is the shorter. Hours of operation are unrestricted, provided service is conducted as indicated in our Operation and Maintenance Manuals, and maintenance is performed per the manual.

CORRECTIVE ACTION

Warranty work can only be approved and initiated by Newage after receipt of the failure details by phone or fax. This will permit Newage to determine the best course of action. Newage will not participate in any claim where work has proceeded without prior knowledge being provided.

Newage will make good by repair, or at its option, by replacement, any fault which, under proper use, appears in the goods within the warranty period and is found on examination by Newage or its appointed representative to be solely due to defective materials or workmanship. The defective part or parts must be promptly returned, prepaid, with all identification numbers and marks intact to a Newage facility, representative or, if appropriate, to the dealer who supplied the goods. Where such a course of action is impossible or inappropriate, Newage will accept a set of photographs from its appointed representative permitting a visual analysis of the failure prior to any corrective action.

The repaired or replacement part will be delivered prepaid to the first destination within the 48 contiguous states and Canadian provinces, free of charge. This warranty does not cover the costs of removing/installing any defective replacement equipment, nor any costs associated with equipment as manufactured by others that may be impacted by the defect.

CONSEQUENTIAL DAMAGE AND LIABILITY

Newage disclaims any liability for consequential damages (personal and property), any direct or indirect costs of or from the buyer and/or its customers resulting from a defect within the warranty period. Newage's maximum liability will not exceed the purchase price of the Newage product purchased by the first buyer and shall be limited to repair, replacement, or refund.

Newage liability under this warranty shall be in lieu of any warranty on condition implied by law as to the quality or fitness for any particular purpose of the goods, and save as expressly provided in the warranty. Newage shall not be under any liability, whether in contract, tort or otherwise, with respect to defects in goods delivered, or for any injury, damage or loss resulting from such defects, or from any work done in connection therewith.

JUDGEMENT

Newage judgement shall, in all cases, be final and conclusive, and claimant shall accept the Newage decision on all questions relating to defects and the exchange, repair, or replacement of a part or parts.