

WARRANTY

 **TEKSAN**

**STANDARD LIMITED WARRANTY for TEKSAN GENERATORS
EMERGENCY STATIONARY STAND-BY GENERATORS**



This warranty applies to new TEKSAN Generator Sets (“Product”) to be free from defects in material and workmanship in production for the limited time indicated below. TEKSAN will, at its discretion, repair or replace any part(s) that, upon examination, inspection, and testing by TEKSAN, or its approved service provider, is found to be defective under normal use and service, in accordance with the warranty period when generator set is properly installed, operated, and maintained, according to TEKSAN’s instructions.

Emissions warranty coverage, if applicable, is detailed in a separate emissions warranty statement.

Limited Warranty Period: The warranty start date is the date of initial start-up and the warranty period is 24 months or 1000 hours whichever occurs first. The warranty period is limited by 30 months from the date of shipment ex-works TEKSAN.

Accessories Warranty Period: The Accessories Coverage Period for a Warrantable Defect in cords, receptacles, cord reels, gas flex pipes, housing lights, space heaters, battery charger, engine heater, relay(s) and associated equipment (“Accessories”) is twelve (12) months from the date of initial start-up.

An original consumer (“Owner”) who purchases a TEKSAN Product is entitled to a coverage under this Limited Warranty. This warranty is not transferable.

TEKSAN Responsibilities:

If a defect in material or workmanship is found during the warranty period (provided the Buyer/Owner has fulfilled its due contractual obligations), TEKSAN Generator will, during normal working hours and through a place of business of a TEKSAN Dealer or other source approved by TEKSAN:

- Replace or repair, at TEKSAN’s discretion, the defective parts with a new or remanufactured replacement part.
- Provide reasonable labor and travel costs to correct the defect as agreed with TEKSAN.
- Provide Maintenance items that are contaminated or damaged by a warrantable failure.

TEKSAN’s obligation to repair or replace defective parts does not include responsibility for reimbursement of incidental or consequential costs. Any repaired product shall be warranted for the remaining original warranty period only.

Parts or Product replaced shall become the property of TEKSAN.

Owner Responsibilities:

The Owner will be responsible for the following and TEKSAN will not reimburse for the following:

- Notify TEKSAN or its authorized distributor or dealer promptly (not more than 5 working days) of the discovery of failure and making the Product available for repair.
- Comply with TEKSAN’s or its authorized representative’s reasonable directions regarding the timing, sequence, and location of warranty repairs and make the Product available for inspection.
- Install, operate, commission, and maintain the Product in accordance with the applicable Owner’s manual and/or any other manuals specified by TEKSAN including without limitation handling, inspection, servicing, or operating instructions.
- Perform all required maintenance and maintain and provide proof that all required maintenance has been performed.
- Provide evidence for the date of commissioning and start-up.
- Promptly return to TEKSAN all parts replaced under this Limited Warranty if requested by TEKSAN.
- Comply with TEKSAN’s long term storage guidelines, if applicable, and maintain and provide proof of compliance.

- Routinely exercise the Product in accordance with operating instructions.
- Provide sufficient access and reasonable ability to remove the Product from the installation in the event of a warrantable failure.
- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.
- Reimburse TEKSAN for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded, as well as all incidental costs including those incurred investigating the claim.
- Original spare parts and consumable items (oil, fuel, filter, belt etc.) approved by Teksan should be used.
- Generator set control unit should be programmed, set or changed under Teksan approval.
- Run and stop the generator set stated as in the maintenance and operation handbook. Do not stop the generator under load. This may damage engine valves and its components, alternator exciter windings, rotating diodes, suppressor, and voltage regulator card.

Limitations

TEKSAN is not responsible, and this Limited Warranty is not available under any circumstances, for any of the following:

- Failure of Owner to fulfill its obligations under 'Owner's Responsibilities'
- Inappropriate use relative to designated power rating and/or improper sizing.
- Inappropriate use relative to application guidelines. (Use for prime power applications, trailer mounted etc.)
- Inappropriate use of an EPA-SE application generator set relative to EPA's standards.
- Damage caused other than that resulting from a defect in material or factory workmanship of the Product.
- Damage caused by improper and/or unauthorized installation, handling, lack of maintenance, faulty repairs not performed by an authorized TEKSAN service representative.
- Damage caused by external action, negligence, natural disasters, accidents, incorrect use, improper handling or storage, inadequate corrosion-proofing, incorrect assembly or installation, or modification of the Product.
- Damage caused by operation with improper fuel or contaminated fuels, coolants, or lubricants.
- Damage caused by operation at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
- Damage caused by abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage caused by shipping. The manufacturer is not responsible for loose connections caused by vibrations during shipment to job site. All connections must be checked during start-up.
- Damage caused by any act of God or external cause such as, but not limited to, collision, fire, theft, freezing, vandalism, riot or wars, lighting, earthquake, hurricane, terrorist acts or nuclear holocaust, or any other matters which are reasonably beyond the manufacturer's control.
- Damage caused by improper storage before and after the installation.
- Damage related to rodent and/or insect infestation.
- Damage caused by constant light load on diesel engine (wet stacking)
- Normal wear and tear, routine tune-ups, adjustments, periodic service.
- Starting batteries. Labor charges and travel expenses related to battery service.
- Engine fluids, shop supplies such as adhesives, cleaning solvents, and rags.

**STANDARD LIMITED WARRANTY for TEKSAN GENERATORS
EMERGENCY STATIONARY STAND-BY GENERATORS**



- Radiators replaced rather than repaired.
- Enclosures that are rusting due to improper installation, location in a harsh or saltwater environment or scratched where integrity of paint applied is compromised.
- The steel enclosure is only covered against rust and corrosion for the first year of the warranty provision.
- Cost of original installation and start-up, cost of standard maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps.
- Products that are modified or altered, replacement parts and accessories not authorized by TEKSAN in writing.
- Rental equipment used while warranty repairs are being performed (i.e. rental generators, cranes, hoist etc.)
- Any special access fees required gaining access to TEKSAN product not limited to but including, lodging, training or safety policy, planes, ferries, railroad, buses, helicopters, snowmobiles, snowcats, off-road vehicles or any other mode of transport or living quarters deemed abnormal.
- Any expenses incurred investigating performance complaints unless the problem is caused by defective TEKSAN materials or workmanship.
- Use of the Product for purposes other than those for which it was intended, including without limitation use of the Product under extraordinary operating conditions not made known to TEKSAN in writing at the time of the order.
- Telephone, facsimile, cellular phone satellite, internet, or any other communication expenses.
- Any failed components warranted by the OEM (i.e., engine, generator, sub-base fuel tank, etc.). These components shall be covered under the perspective manufacturers' warranties. All warranty claims for defects in material and /or workmanship on TEKSAN product components should be directed through TEKSAN. (OEM) Warranties may vary and are subject to change. TEKSAN shall have no liability under OEM warranties.
- Additional expenses for repair after normal business hours, i.e., overtime or holiday labor rates.
- Room and board expense due to overnight service conditions, unless approved by TEKSAN in advance.
- Any labor time that is determined to be excessive by TEKSAN: e.g., such as two or more persons performing a one-person job.
- Travel time and mileage exceeding 300 miles round trip.

To obtain performance of a TEKSAN warranty obligation, the Owner should contact the nearest TEKSAN authorized distributor, dealer, or service outlet for instructions. To find the location of the nearest TEKSAN authorized distributor, dealer, or service outlet call 224-404-1274 or write to: TEKSAN USA Warranty Department, 901 Mittel Drive, Wood Dale, IL 60191.

TEKSAN SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, incidental and/or consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts. TEKSAN shall not be liable for any claim greater in amount than the purchase price of the product.

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any on our behalf.

Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some jurisdictions do not allow limitations on how long an implied warranty last, so the above limitation may not apply to purchaser/owner. TEKSAN's only liability shall be the repair or replacement of part(s) as stated above. In no event is TEKSAN liable for any incidental or consequential damages, even if such damages are a direct result of TEKSAN's negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. You agree to make no claims against TEKSAN based on negligence. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.