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### INFORMATION OF THE USER

INFORMATION OF THE USER		INFORMATION OF THE DISTRIBUTOR/CUSTOMER
From: Address: City: Region: Country: Phone: E-mail:		www.himoinsa.com
Machine data /Type of machine:		Machine number:
		Engine number:
		Alternator number:
ISSUE DATE	START-UP DATE	
		STAMP AND SIGNATURE
BEGINNING WARRANTY	END OF WARRANTY	
NOTE: Is necessary to send back the copy at the start-up of the machine so that the guarantee es effective.		

30 months after leaving the factory

# HIMOINSA.S.L. WARRANTY STATEMENT

ESP (Emergency Standby Power)

1.000 working hours

New configurations, parts, accessories and components of HIMOINSA power generators (the "product") are covered by the HIMOINSA limited warranty, under the terms and instructions indicated in this Limited Warranty Statement. Before beginning to use the product for the first time, take time to carefully read this Warranty Statement, the service manual and the operating manual that you received with the product.

(whichever is first)

24 months from the date of the sale

This is a limited warranty offered by HIMOINSA as the product manufacturer and/or distributor. It complements any legal rights that you may already have with regard to the distributor or affiliate that sold you the products or with regard to HIMOINSA. On the date your new product is delivered, the HIMOINSA distributor or affiliate will do everything possible to register the product with the HIMOINSA After-Sales Service Department. Our distributors and/or affiliates will check the validity of this warranty so that you can exercise the rights it gives you. A copy of the corresponding invoice or receipt is valid to certify the warranty for replacement parts and accessories.

Contact the distributor or affiliate if you did not receive an Operating Manual or if you are not sure whether the product was registered. The user or purchaser is responsible for the activation of their Warranty rights.

## THE LIMITED WARRANTY

We hereby certify that HIMOINSA ESPAÑA (hereafter "HIMOINSA") guarantees that the product is free of material and manufacturing defects during the limited warranty period, subject to the conditions and limitations specified in this warranty statement. The parts used for repair or replacement during the Limited Warranty Period shall be covered by the same warranty terms explained above during the Limited Warranty Period time remaining.

The warranty can be transferred to a third purchaser with the limitations it includes, and for the remaining warranty period, as long as HIMOINSA is notified in writing of this transfer.

This limited warranty is not applicable in countries where HIMOINSA has no official representation, or where HIMOINSA has no distributor or authorised service centre. The limited warranty becomes valid at the time the product is delivered to the first distributor or user, and continues throughout the period described in the section LIMITED WARRANTY PERIODS. The delivery date is recorded in the HIMOINSA database together with all the pertinent information and is available to distributors, affiliates and the client. It is the owner's responsibility to check that the product was registered with the HIMOINSA After-Sales Service Department. There is also

## PRP (Prime Power) (whichever is first) 4.000 working hours 24 months from the date of the sale 30 months after leaving the factory

CERTIFICATE OF WARRANTY

Nº

a warranty certificate with fields displaying the beginning and end dates of the warranty period.

## LIMITED WARRANTY PERIODS

## Prime Power, Rental, Continuous Power Generator:

• 24 months from start-up, 30 months from the time it leaves the factory or 4,000 hours, whichever comes first.

### Standby, Limited Continuous Power Generator:

• 24 months from start-up, 30 months from the time it leaves the factory or 1,000 hours (500 hours/year), whichever comes first.

## 3000 rpm Standby Power Generators:

• 24 months from start-up, 30 months from the time it leaves the factory or 500 hours, whichever comes first.

# 3000 rpm Prime Power Generators:

• 12 months from start-up, 18 months from the time it leaves the factory or 500 hours, whichever comes first.

# Gas-Powered generator:

- Gas-Powered generator sets will have the same coverage and exclusions as Diesel-Powered generator sets.
- Generator sets with up to 110 kVA of power will have a warranty period of 2 years (24 months) from commissioning/sale, 30 months ex-factory or 4,000 hours (the same as diesel-powered generators).
- Generator sets with over 110 KVA of power will have a warranty period of 1 year (12 months) from commissioning/sale, 18 months ex-factory and no hour limit.

## Lightning towers:

• Lighting towers will have the same conditions as generator sets in Rental/PRP applications, i.e. 2 years or 4,000 hours, whichever is soonest.

### **FPT Marine Engines:**

• Standard FPT Warranty, 12 months or 2,000 hours, whichever comes first.

## **FPT Industrial Engines:**

• Standard FPT Warranty, 12 months or 2,000 hours, whichever comes first.

## Industrial Engines, other brands:

• 12 months or 2,000 hours, whichever comes first.

### PARTS AND ACCESSORIES

-Twelve (12) months

### WHAT THE LIMITED WARRANTY COVERS

HIMOINSA will repair or replace defective products or parts, at its discretion. A faulty product covered by this limited warranty is a product in which an inherent defect that existed at the time of delivery or that appears during this period is identified. In countries where HIMOINSA has an authorised service organisation (information available at www.himoinsa.com), the warranty consists of the replacement or repair of the parts not functioning due to the verified manufacturer's defect in the material, manufacture and/or assembly, and therefore covers the replacement materials as well as the labour dedicated to the repair during normal working hours. The client must assume the costs of transporting the product to the authorised vender's facilities where, if necessary, the repair will be made.

In the rest of the world, the warranty consists of the free provision, from San Javier (Murcia – Spain), of the replacements for parts shown to be no longer useable due to a verified manufacturer's defect in the material, manufacture and/or assembly. Shipping and insurance are not included. If the equipment is sent to our facilities, the necessary repair work will be done with no charge. In this case, the client assumes the costs of transportation both ways.

### WHAT THE LIMITED WARRANTY DOES NOT COVER

This limited warranty is not applicable to defects caused by transportation, installation or repairs.

Neither does the warranty cover the costs of renting replacement products during repair, or expenses and/or work to connect said products with the client's other equipment, or expenses incurred by their assembly or disassembly when they are installed in combination with other equipment.

This limited warranty is not applicable to defects caused by any of the following factors:

- negligence, incorrect use.
- excess or insufficient charge or voltage in the power supply.
- insufficient lubrication.
- cavitation.
- normal wear
- parts classified as consumables.
- the use of spare parts not approved by HIMOINSA.
- incorrect installation or parameter configuration.
- accidents
- failures occurring after the defect would have been or should reasonably have been detected.
- natural phenomena such as storms, lightening, floods.
- war, riots, terrorist acts or other events of force majeure.
- inappropriate storage.
- corrosion
- non-compliance with the indications in the operating manuals or the instructions regarding maintenance, installation, storage or any other applicable HIMOINSA instructions.
- product alterations or modifications, including alterations or modifications involving software or electronic devices.
- broken seals.
- illegal use or use for unintended purposes.
- defects caused by use of the product with engines, transmissions or any other mechanical or electronic product or accessory not sold or approved in writing by HIMOINSA
- lamps.
- failures caused by running at low load. Load profile below 30%. See details in the Generator Set Manual.

## **CLAIMS UNDER THE LIMITED WARRANTY**

The product owner is responsible for reporting any defect in said product to an authorised service centre, distributor, affiliate or After-Sales Service Department. This report must be made as soon as possible, and at latest within seven (7) calendar days after the date that the user noticed the defect for the first time or should have noticed it and, therefore, in no event later than one (1) month after the end of the limited warranty period or the extended warranty period, as the case may be.

### LIMITATIONS ON LIABILITY

The repair and replacement measures described above are the sole and exclusive measures available to the client under this limited warranty. HIMOINSA is not liable to the client whether by contract, non-contractual liability (including negligence), non-compliance with legal duties, or in any other way for any indirect, incidental or consequential loss (including loss of use, loss of income, loss of production, loss of profits, loss of time, loss of property, travel expenses, transportation expenses, extra costs deriving from making the product accessible, rental costs and tow trucks, without limitation) that may be incurred during or in relation to this limited warranty. All repairs under the warranty must be made by a HIMOINSA-authorised service centre, distributor or affiliate during normal working hours. This is also applicable abroad.

HIMOINSA reserves the right to make any modification in the products manufactured and/or sold at any time, with no advance notice and without incurring any responsibility or obligation to make the same or similar modifications in products already manufactured and/or sold. HIMOINSA complies with regulations in force at the time the product is sold, but assumes no responsibility for their adaptation to any industrial or safety regulation enacted subsequently.

### **OWNER OBLIGATIONS - IMPORTANT**

Being that HIMOINSA has no control over the assembly/connection of its product in the end client's facilities, we recommend that the owner ensure that the product is correctly installed. Correct installation is an essential component of the validity of HIMOINSA's limited warranty.

It is the owner's obligation to operate, maintain and care for HIMOINSA products in accordance with the instructions and requirements set forth in the Operating Manual, during and after the limited warranty period. The power generator or engine must be operated according to its corresponding use definition.

All maintenance services performed must be recorded, including engine oil and filter changes. This correct maintenance record is of assistance in determining repair warranty coverage. We recommend that all the services related to the products be performed by personnel authorised or technically certified by HIMOINSA.

If the defect's repair also involves other non-HIMOINSA equipment, the purchaser shall be solely responsible for the work, costs and possible delays that may arise, as well as the full availability of the generator manufactured by HIMOINSA.

Additionally, the owner assumes the following obligations with regard to HIMOINSA: \*To accept the company's decision on the existence or non-existence of defects in

- the material or assembly.
  \*To provide HIMOINSA with truthful, sufficient information about the product, its
- installation, connections, the error or defect discovered, as well as its conditions of use.

  \*Labour costs, except those indicated in the section on "What the Limited Warran-
- ty Covers, including those deriving from the disassembly and assembly of the equipment.
- \*The costs and risks deriving from the equipment's transportation or shipping, and other costs associated with part replacement.
- \*Any cost exceeding the equipment's purchase price.
- \*Any other cost, including but not limited to: trips and transportation, lodging, taxes and fees, communications expenses, and overtime, except those costs specifically anticipated in the section "What the Limited Warranty Covers".
- \*Complete payment of the price of the machine, spare parts and services related to the equipment under warranty. HIMOINSA reserves the right to suspend—with advance notice—the assistance corresponding to the product's owner/user during the warranty period if they maintain a situation of unjustified non-compliance with their HIMOINSA payment obligations.

Attendance of HIMOINSA technical or sales personnel at the product's "start-up" or "operating demonstration" does not mean that this warranty can be extended to cover the installation or assembly, a process that is expressly excluded from this warranty; neither does it imply acceptance or knowledge of the product's correct technical installation.

