

PPS - GENERATOR SET WARRANTY TERMS & CONDITIONS



1 BASE COVERAGE PERIOD

This is a limited warranty which applies to all Industrial Generator Sets and associated switches, switchgear, and accessories (hereafter referred to as "Products") sold by Power Proving Services Pty Ltd (hereafter referred to as "PPS"). Products will be free from defects in material and workmanship for a period of one year based on the Warranty Conditions for the Product.

1.1 WARRANTY CONDITIONS

1. Warranty Coverage commences under the following conditions.
 - a. On commissioning into service of the product by PPS personnel or Authorised Agent, when requested prior to despatch from PPS Stores.
 - b. Date despatched from PPS Stores.
 - c. Date agreed in writing by PPS prior to despatch from PPS Stores.
2. Warranty works will only commence when:
 - Owner provides a purchase order instructing PPS to commence works subject to warranty.or
 - Owner provides written instruction on the owner's letterhead by authorised personnel to commence works subject to warranty.

Note: PPS take no responsibility in determining the actual or perceived authority of the owner's authorised personnel.

2 PPS'S RESPONSIBILITIES

PPS's Liability and owner's sole remedy are limited to the repair or replacement, at PPS's option, of the product or parts that do not conform to this warranty.

In accordance with PPS's Warranty Administration Policies, PPS will pay for the parts and labour required to repair the product and, when necessary, reasonable labour expenses associated with the removal and reinstallation of the product.

If such work is done by PPS or designated service representative in accordance with PPS's Warranty Administration policies, PPS will pay limited travel expenses when necessary to make on-site repairs.

Warranty Travel Limitations

Travel time is limited to the following.

- Travel cost for generators 20kVA and above total round trip is limited to 500 miles (800 km) and 11 hours travel time.
- Travel cost for generators below 20kVA total round trip is limited to 100 miles (160 km) and 2.5 hours travel time.

The cost of consumables and maintenance items such as oil, filter elements, belts, and hoses will be paid for by PPS only when such items are not reusable because of the warrantable failure.

3 OWNER'S RESPONSIBILITIES

The owner is obligated to install, operate and maintain the Product in accordance with the recommendations published by PPS, including, without limitation, operating within power rating designation set out in Power Rating section, below. The owner is responsible for the costs associated with such maintenance and any adjustments that may be required.

Prior to expiration of the applicable warranty and within 30 days after discovery of the warrantable failure, the owner must notify PPS of any warrantable failure and have the repair or replacement made by such facility.

Installation inspection and initial start—up of Commercial – industrial genset or power systems must be conducted by PPS or designated representative.

The owner is responsible for payment of any of the following expenses that might be incurred as a result of a failure under the terms of this warranty:

1. Rental equipment used to replace the equipment being repaired, other downtime expenses, and all business costs and losses.
2. Telephone, communication, living and travel expenses incurred by the owner.
3. The premium costs for overtime labour requested by the owner.
4. The cost of airfreight or other extraordinary expenses for shipment of parts over and above premium surface transportation.
5. Any other consequential or incidental amounts.

4 POWER RATINGS

All Generator sets sold by PPS must be applied within the following rating designations:

4.1 STANDBY POWER RATING

The standby power rating is applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. This rating is applicable to installations served by a reliable normal utility source. This rating is only applicable to variable loads with an average load factor of 80% of the standby rating for a maximum of 200 hours of operation per year. In installations served by unreliable utility sources (where outages last longer or occur more frequently), where operation is likely to exceed 200 hours per year, the prime power rating should be applied. The standby rating is only applicable for emergency and standby applications where the generator set serves as the back up to the normal utility source. Negotiated power outages are not considered as emergencies.

No sustained utility parallel operation is permitted with this rating. For applications requiring sustained utility parallel operation, the prime power or continuous power rating must be utilised.

4.2 PRIME POWER RATING

Prime Power Rating is applicable for supplying electric power in lieu of commercially purchased power as set out below.

The number of allowable operating hours per year is unlimited for variable load applications but is limited for constant load applications as described below:

4.2.1 UNLIMITED RUNNING TIME PRIME POWER

Prime power is available for an unlimited number of annual operating hours in variable load applications. Variable load should not exceed a 70% average of the prime power rating during any operation of 250 hours

The total operating time at 100% prime power shall not exceed 500 hours per year.

A 10% overload capability is available for a period of 1 hour within a 12-hour period of operation. Total operating time at the 10% overload power shall not exceed 25 hours per year.

4.2.2 LIMITED RUNNING TIME PRIME POWER

Prime power is available for an unlimited number of hours in a nonvariable load application. It is intended for use in situations where power outages are contracted, such as utility power curtailment.

Generators may be operated in parallel to the public utility up to 750 hours per year at power levels never to exceed the prime power rating. The customer should be aware, however, that the life of any generator will be reduced by constant high load operation. Any operation exceeding 750 hours per year at the prime power rating should use the Continuous Power Rating

5 LIMITATIONS

PPS is not responsible for the repair or replacement of units required because of normal wear, accident, misuse, abuse, improper installation, lack of maintenance, unauthorised modifications, improper storage, negligence improper or contaminated fuel, or use of parts that do not meet Manufacturer's specifications.

NORMAL WEAR:

This warranty will not cover repair where normal use has exhausted the life of a part of product. All mechanical devices need periodic parts replacement and service to perform well.

It should be remembered that the service life of any product is dependent on the care it receives and the conditions under which it has to operate. Coolant heaters will be covered for a period of one year from date of start-up. This warranty shall not apply to starting batteries.

6 CONTINUOUS POWER RATING

The continuous power rating is applicable for supplying power continuously to a load of up to 100% of the continuous rating for unlimited hours. No sustained overload capability is available at this rating. This rating is applicable for utility base load operation. In these applications, generator sets are operated in parallel with a utility source and run under constant loads for extended periods of time.

Note: In determining average load factor, loads of less than 30% are considered as 30% and time at standstill is not counted.

THERE IS NO OTHER EXPRESS WARRANTY, AND NO PERSON IS AUTHORISED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON PPS'S BEHALF UNLESS MADE OR ASSUMED IN WRITING BY AN OFFICER OF PPS.

IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE PERIODS OF COVERAGE SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED. IN NO EVENT IS PPS LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY FINANCIAL OR ECONOMIC LOSS.

This warranty gives the owner specific legal rights. The owner may also have other rights which vary depending on local laws. In some areas, local laws do not allow limitations on how long an implied warranty lasts or do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.