

STADCO LIMITED WARRANTY POLICY D25.3
FOR CELLPAC™ & CD™ TYPE MOBILE GENERATOR SYSTEMS

COVERAGE & TERM

1. This Warranty statement applies exclusively to Stadco Mobile Generator Sets, (hereinafter referred to as the (“**Products**”), sold by STADCO PRODUCTS DIVISION of Stauffer Diesel, Inc. (“**Stadco**”) subject to conditions stated herein. Stadco warranty coverage area limited to continental USA, Alaska and Canada. Stadco guarantees such Products against defects, which occur under normal (non-marine) use and service in mobile, compartment and enclosed applications for Cellpac type Products and all approved applications for CD Type Products, which can be proved to the reasonable satisfaction of Stadco to be a result of defect in manufacturing workmanship or materials (“**Warrantable Failure**”). Stadco does not guarantee defects arising out of installation of the Product unless the Stadco recommended installation procedures are followed pursuant to the provisions in this Policy and defects can be proved to the reasonable satisfaction of Stadco to be a result of defect in manufacturing workmanship or materials.
2. Term of this Stadco warranty is limited to the earlier of a period of (24) consecutive months of service or (2000) hours of operation to the first User (“**User**”), but not to exceed (30) months from the date of invoice by Stadco to its original Customer (“**Buyer**”).

STADCO RESPONSIBILITIES

3. In case of Warrantable Failure, Stadco’s responsibility is limited solely to, at its option, repairing or replacing the defective Product or parts of the Product, or refunding Stadco’s reasonable estimate of the costs of repairs. Stadco may, at its option, replace faulty components with new or factory rebuilt components of their choice. Stadco, at its option may elect to have units returned to Stadco for repair of Warrantable Failure; in which case Stadco will provide return freight to customer via Stadco choice of carrier.

**BUYER –INSTALLER –RESELLER -USER
RESPONSIBILITIES**

4. Reseller is responsible for proper Product model selection from Stadco Product Information publications. Installer is responsible for proper application and installation of the Product. Installation, operation and maintenance procedures are specified in regular publications and operator’s manual available from Stadco and are made a part of this warranty by reference. Resellers, users and maintenance personnel are expected to have Stadco publications available and be familiar with contents before proceeding with sales, installation and operation of the Product.
5. Before the expiration of the warranty, first User or original Buyer must immediately notify Stadco of any Warrantable Failures and deliver the defective Product, at his own expense, to a facility designated by Stadco for repair. User/Buyer is solely responsible for all travel expenses required to perform Warrantable Repair on job site. List of authorized repair stations available from Stadco upon request.
6. Buyer/User is solely responsible for contingent expenses and repairs and for “downtime” expenses, and all contingent business costs and losses resulting from Warrantable Failures.

LIMITATIONS & CONDITIONS

7. Buyer/User’s option for repair of Warrantable Failures is strictly limited to repair at a Stadco facility, or in lieu thereof, a qualified Stadco designated repair facility, which has expressly obtained prior approval from Stadco to perform such repair.
8. Labor allowance for Warrantable Failure repairs is strictly limited to labor required for repair of the Product. This warranty does not cover any other labor which may be required to complete Warrantable Failure repairs, including but not limited to, recovery of the Product, cleaning, reinstallation or any other contingent labor costs.
9. Without limiting the generality of the foregoing or other limitations herein, warranty for engines is limited to the prevailing terms and policies of OEM manufacturer of the engines furnished with the Product. Engine manufacturers warranty statement is available from Stadco or from the OEM manufacturer of the engine.
10. This warranty does not cover failures which are due to the following conditions: (i.) wear and tear or contaminants; (ii.) exposure, corrosion or prolonged or improper storage; (iii.) normal maintenance service or the replacement or repair of parts required to be replaced or repaired in the course of normal maintenance service; (iv.) improper handling and operation such as; installation, fuels, lubricants, maintenance, transportation or packing; (v.) misuse, alteration, negligence and accidents; (vi.) chemical or electrical action; or, (vii.) unauthorized repairs or modifications.

11. Components used in warranty repairs will carry the same warranty coverage as the components they replace, but the expiration dates will be the same as those of the original Product. Any Product or component that is replaced by or for Stadco shall become the property of Stadco.
12. Warranty work by third-party must be pre-approved by Stadco and claims must be submitted on STADCO WARRANTY CLAIM FORM within (30) days after completion of the warranty repair. Stadco, at its sole discretion, determines warranty compensation rates for third-party warranty work. Stadco reserves the right to request return of Warrantable Failure parts for evaluation prior to making a determination; such parts must be shipped transportation prepaid.
13. ***Stadco is not responsible for incidental or consequential loss or damage, howsoever caused. This warranty is the sole warranty made by stadco in regard to the product, stadco makes no other warranties, expressed or implied, or of merchantability, or fitness for a particular purpose.***
14. Installer/Reseller/Buyer/User agrees to indemnify and hold Stadco harmless from and against any loss, liability, damages or expenses resulting from injury to persons or property, without limitation, due to acts or omissions of the Installer/Reseller/Buyer/User, its agents and employees in the sale, installation, use and operation of Products purchased from Stadco and shall assert no claim against Stadco for consequential damages.
15. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any other available at law or in equity. Stadco’s total aggregate liability with respect to any defective Products is limited to and shall not exceed the amount paid by the Buyer for such Products. To the fullest extent allowed by law, Buyer releases Stadco from all contingent liabilities, and limitations of liability shall apply notwithstanding breach of contract, tort (including negligence), strict liability or other theory of legal liability asserted.

LIMITED MONEY BACK WARRANTY

16. Stadco CELLPAC or CD TYPE Product may be returned by original Buyer for money back if Product fails to perform reliably or fails to perform to specifications as advertised by Stadco. Buyer reimbursement is limited to refund of purchase price of such Product less cost of restoration for resale. Money back guarantee is limited to either ninety (90) days from original shipment date or 300 hours of operation, whichever occurs first. In no case will return for reimbursement be allowed for any Product that is not physically received at Stadco plant within one hundred and twenty (120) days from original shipment date. Evidence of tampering with the Product will completely void this provision of warranty. Offer limited to first model unit purchased by each Buyer.

SAFETY NOTICE

17. To prevent possible accidents that may result from the use of any generator set system it is important that correct installation, maintenance and operation procedures are followed. Installation, maintenance and operation procedures specified by Stadco, and the engine manufacturer must be followed in conjunction with engineering and safety information specified. Grounding equipment, guards and other suitable safety equipment or procedures that may either be desirable or specified in safety codes must be provided to assure safe operation in the prevailing conditions. ***These devices may not be included with the product, and are not the responsibility of stadco. Installer is responsible for providing safety items to satisfy prevailing safety codes.***

SUMMARY

18. Provisions of this warranty are limited to these terms; no other claims will be valid unless authorized in writing by an Executive officer of Stadco.
19. This warranty shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes arising out of or related to this Warranty shall be in the Court of Common Pleas of Lancaster County, Pennsylvania, USA or, at the option of Stadco, the US District Court for the Eastern District of Pennsylvania.

Effective date: March 7, 2019. Supersedes all previous warranty statements for Cellpac and CD Type Products.

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