

GENERAL WARRANTY CONDITIONS



1 - GENERAL

- THIS WARRANTY APPLIES TO ALL PRODUCTS MANUFACTURED BY MASE GENERATORS.
- MASE GENERATORS DECLARES THAT THE PRODUCT HAS BEEN BUILT IN COMPLIANCE WITH THE NATIONAL AND INTERNATIONAL REGULATIONS, EXCELLENT QUALITY OF MATERIALS HAS BEEN USED, GOOD CONSTRUCTION OF THE UNIT AND THAT IT THAT HAS BEEN TESTED THOROUGHLY AND UNDERGONE STRICT INSPECTIONS BY MASE GENERATORS QUALITY CHECK.
- WARRANTY IS VALID UNDER THE CONDITIONS OUTLINED IN THE FOLLOWING DOCUMENT.
- THE WARRANTY IS APPLICABLE AND COVERS MANUFACTURING DEFECTS, DEFECTS OF THE PRODUCT AND OF THE MATERIALS USED. WARRANTY REFERS EXCLUSIVELY TO REPAIR OR REPLACEMENT OF COMPONENTS OR ASSEMBLIES, RECOGNIZED BY MASE GENERATORS WITH FLAWS IN THE DESIGN, MANUFACTURE AND CONSTRUCTION.
- THIS WARRANTY IS HANDLED DIRECTLY BY MASE GENERATORS THROUGH ITS AUTHORIZED SERVICE NETWORK. IT WILL BE UP TO THE MASE GENERATORS SERVICE POINT TO COORDINATE AND MONITOR DIRECTLY THE REPAIR UNDER WARRANTY.

2 - WARRANTY TERMS

- **A - THIS WARRANTY DOES NOT APPLY AND DOES NOT COVER:**
- THE DETERIORATION OF THE PRODUCT DUE TO NORMAL WEAR ;
- DAMAGES OR DEFECTS CAUSED BY MISUSE, NEGLIGENCE AND/OR RECKLESS USE OF THE PRODUCT OR USE IN CONTRAST WITH THE INDICATIONS PRESCRIBED BY THE USE AND MAINTENANCE MANUAL AND /OR INSTALLATION MANUAL SUPPLIED WITH THE UNIT;
- FLAWS OR DEFECTS CAUSED BY EVENTS OUTSIDE THE CONTROL OF MASE OR CAUSED BY FORCE MAJEURE OR UNFORESEEABLE CIRCUMSTANCES (E.G. EARTHQUAKE, TSUNAMI, TORNADOES, FLOODS, FLOODING, STORMS, RIOTS, WAR CIVIL, INTERNATIONAL CONFLICTS, ETC.);
- FLAWS OR DEFECTS CAUSED BY THE USE OR BY THE CONNECTION OF THE UNIT TO ANY PRODUCT OR ACCESSORY, CONSUMABLE, SOFTWARE AND /OR SERVICE THAT IS NOT ORIGINAL (FOR NOT ORIGINAL WE MEAN THAT IT HAS NOT BEEN PRODUCED BY MASE GENERATORS) OR BY USING IT IN A WAY (IMPROPERLY) IT WAS NOT BUILT FOR;
- FLAWS OR DEFECTS CAUSED BY OPENING, MODIFYING OR REPAIRING THE PRODUCT BY OTHER THAN MASE PERSONNEL OR ITS AUTHORIZED SERVICE POINTS, AS IN CASE OF REPAIRS CARRIED OUT WITH NON-GENUINE PARTS BY UNKNOWN WORKSHOPS OR WHEN THE DEFECT HAPPENED AFTER AN UNAUTHORIZED SERVICE POINT;
- FLAWS OR DEFECTS CAUSED BY THE EXPOSURE OF THE PRODUCT TO WATER OR HEAT SOURCES, WIND, SOLAR AND MAGNETIC ENERGY (E.G. LONG EXPOSURE TO SUN LIGHT, RADIATORS, ELECTRIC HEATERS AND / OR GAS OVENS, MICROWAVE, ELECTROSTATIC AND / OR ELECTROMAGNETIC FIELDS), SOURCES OF STEAM OR HUMIDITY, OR DEFECTS CAUSED BY USING THE UNIT IN EXTREME ENVIRONMENTAL AND THERMAL CONDITIONS, OUTSIDE OF THE ALLOWED STANDARD CONDITIONS; DEFECTS CAUSED BY CORROSION, OXIDATION, INFILTRATION OF ORGANIC SUBSTANCES OF ANY KIND OR FOOD OR LIQUIDS IN THE UNIT OR BECAUSE OF AGENTS OR CHEMICALS (E.G. ALCOHOL, THINNERS, DETERGENTS AND / OR CLEANERS OF ANY KIND OR NATURE);
- FLAWS OR DEFECTS OCCURRED POST-DELIVERY DUE TO INCORRECT HANDLING AND /OR TRANSPORTATION OF THE GENERATOR SET
- ANY EXPENSES OR SERVICES RELATED TO THE STANDSTILL OF THE GENERATOR (E.G. RENT OF A GENERATOR, CRANE, AND FORKLIFT OR EXPENSES DUE TO THE STANDSTILL OF BOAT OR OF A BUILDING SITE ETC.) AS WELL AS ALL DAMAGES DETERMINED BY THE FAILURE OR MALFUNCTION OF THE MACHINE;
- EXPENSES RELATED TO TROUBLESHOOTING IN CASE THE CAUSE IS NOT DUE TO FAULTY OR DEFECTIVE MASE PARTS / COMPONENTS;
- ANY LOCAL TAXES RELATED TO THE PLACE OF INTENDED USE OF THE PRODUCT.

B - LIMITS OF COVERAGE

- THIS WARRANTY APPLIES TO THE GENERATOR IN ALL ITS COMPONENTS EXCEPT FOR THE ENGINE, THE ALTERNATOR AND ALL ITEMS NOT SUPPLIED BY MASE AND USED BY THE CUSTOMER IN THE INSTALLATION AND APPLICATION OF THE MACHINE.
- THE ENGINE AND ALTERNATOR WARRANTY IS MANAGED DIRECTLY BY THE RESPECTIVE MANUFACTURERS, IN ACCORDANCE WITH THEIR "WARRANTY CONDITIONS".
- LABOUR AND SPARE PARTS WILL BE COVERED BY MASE, AS WELL AS THE COST OF REMOVAL AND RE-INSTALLATION OF THE GENERATOR UP TO TWO WORKING HOURS AND TRANSFER EXPENSES UP TO 100 KM.
- CONSUMABLES (FILTERS, BELTS, LUBRICATING OILS, ETC.), COST FOR REMOVAL AND RE-INSTALLATION EXCEEDING THE PREVIOUS MENTIONED CONDITIONS, ARE TO BE COVERED BY THE CUSTOMER.
- EVENTUAL EXPENSES DUE TO THE GENERATOR DOWNTIME OR THE RENT OF OTHER REPLACEMENT UNITS SHALL BE COVERED BY THE CUSTOMER.
- ANY PART REPLACED UNDER WARRANTY ACCORDING TO THESE CONDITIONS, IS GUARANTEED FROM THE DATE OF SHIPMENT UNTIL THE DATE THE GENERATOR WARRANTY EXPIRES. THE WARRANTY OPERATIONS, HOWEVER, WILL NOT EXTEND OR RENEW THE WARRANTY PERIOD.
- THE WARRANTY PERIOD FOR THE MOUNTED SPARE PARTS ENDS WHEN THE WARRANTY PERIOD OF THE WHOLE UNIT EXPIRES.
- PRODUCTS FOR THE CHECK AND/OR REPAIR UNDER WARRANTY WILL HAVE TO BE SHIPPED IN THEIR ORIGINAL BOX OR IN A SUITABLE ONE, TO AVOID ANY FURTHER DAMAGE DUE TO TRANSPORTATION OR HANDLING.
- **IMPORTANT - WITHIN THE LIMITS SET BY APPLICABLE LAW, MASE GENERATORS DECLINES ALL LIABILITY FOR ANY LOSS, DAMAGE OR DATA ALTERATION, PROFIT LOSS, LOSS CAUSED BY THE USE OF THE PRODUCT OR BY ITS FUNCTIONALITY, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF REVENUES, LOSS OF EXPECTED SAVINGS, LOSS DUE TO THE INCREASE OF COSTS AND EXPENSES OR FOR ANY INDIRECT LOSS OR DAMAGE, SPECIAL OR CONSEQUENTIAL. WITHIN THE LIMITS SET BY APPLICABLE LAW, LIABILITY OF MASE GENERATORS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.**

3 - USER'S RESPONSIBILITY:

- IT IS USER'S RESPONSIBILITY TO:
- ENSURE THAT THE USE AND MAINTENANCE CONDITIONS ARE COMPLIANT WITH THE INSTRUCTIONS AND REQUIREMENTS REPORTED IN THIS MANUAL;
- ENSURE THAT THE EXPECTED ROUTINE MAINTENANCE OPERATIONS AT HIS EXPENSE, INCLUDING THE REPLACEMENT OF LUBRICANTS, COOLANTS, ZINC ANODES IF PRESENT, FILTERS AND ALL CONSUMABLES, ARE CARRIED OUT AT AUTHORIZED MASE SERVICE CENTERS AND ARE DOCUMENTED AND TRACEABLE WITHIN THE WARRANTY PERIOD;
- INFORM MASE GENERATORS OR ITS AUTHORIZED SERVICE POINT OF ANY DEFECT OR FLAW IN THE PRODUCT AND HOWEVER THE WILL TO EXERCISE THE WARRANTY;
- PROVIDE EVIDENCE OF THE DATE WHEN THE PRODUCT WAS RECEIVED, IF REQUIRED BY MASE GENERATORS;
- GIVE PROPER NOTICE OF A FAULT IN WARRANTY, MAKING THE PRODUCT AVAILABLE FOR REPAIR.

4 - WARRANTY PERIOD

- WARRANTY PERIOD STARTS FROM THE MOMENT THE END USER PURCHASES THE PRODUCT, AND IS VALID FOR TWENTY FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS OF OPERATION FOR THE 1500 RPM GENERATORS AND TWENTY FOUR (24) MONTHS OR ONE THOUSAND (1000) HOURS OF OPERATION FOR THE 3000 RPM GENERATORS AND IT ENDS WHEN THE FIRST ONE OF THESE TWO LIMITS IS REACHED.
- THE WARRANTY CAN BE VALIDATED, IT WILL BE EFFECTIVE AND OPERATIVE WITH THE FORWARDING OF THE PROPERLY COMPLETED WARRANTY CARD (SUPPLIED WITH EACH MACHINE) TO MASE GENERATORS WITHIN FIFTEEN (15) DAYS FROM THE DELIVERY DATE OF THE GOODS. NO WARRANTY SERVICE WILL BE RECOGNIZED UNTIL MASE HAS RECEIVED THE APPROPRIATE FORM FILLED OUT IN ALL OF ITS PARTS (IN THE ABSENCE OF SUCH WARRANTY CARD, THE USER WILL BE REQUIRED TO PRESENT A PROOF OF PURCHASE DOCUMENT FOR THE PRODUCT, IN PARTICULAR A RECEIPT OR INVOICE OR EQUIVALENT DOCUMENT, WHICH SHOWS THE DATE AND PLACE OF PURCHASE OF THE PRODUCT).

IMPORTANT - REGARDLESS OF WHAT IS STATED IN THIS WARRANTY, THE CONSUMER HAS THE RIGHTS RECOGNIZED BY THE APPLICABLE LAW IN FORCE GOVERNING THE SALE / TRADING OF THE CONSUMER GOODS. THESE RIGHTS ARE NOT AFFECTED OR LIMITED IN ANY WAY BY THE RELEASE OF THIS WARRANTY.

5 - EXTENSION

- IN THE ABSENCE OF A PROOF OF PURCHASE BY THE CUSTOMER / USER, THE DATE OF SHIPMENT OF THE GENERATOR SHALL APPLY AND HOWEVER NOT BEYOND TWELVE (12) MONTHS OF STORAGE FROM THE DATE OF THE TRANSPORT DOCUMENT.

UPON EXPIRATION OF THE WARRANTY PERIOD OR WHEN THE WARRANTY BECOMES VOID, THE COST OF SPARE PARTS AND LABOR, USED IN SERVICE, WILL BE CHARGED ACCORDING TO THE APPLICABLE RATES QUOTED IN ADVANCE. THE REPAIR WILL BE CARRIED OUT ONLY IF THE CUSTOMER AGREES TO IT. MASE GENERATORS S.P.A. RESERVES THE RIGHT TO ALTER ITS PRODUCTS WITHOUT ANY OBLIGATION TO UPDATE OF THE PREVIOUS MODELS IN THE MARKET.