

Engine Generator Set Two (2) Year 2000 Hour Standby Limited Warranty



Your Blue Star Power Systems, Inc. product has been designed and manufactured with care by people with many years of experience. Blue Star Power Systems, Inc. warrants to its buyer that the product is free from defects in materials and/or workmanship for the period of time outlined below. If the product should prove defective within the time period outlined below, it will be repaired, adjusted or replaced at the option of Blue Star Power Systems, Inc., provided that the product, upon inspection by Blue Star Power Systems, Inc., has been properly installed, maintained and operated in accordance with Blue Star Power Systems, Inc.'s Generator Set Installation Guide and Operating Instructions. This limited warranty is not valid or enforceable unless: (1) all supporting maintenance records are kept on file with the end user and made available upon request from factory, and (2) the generator set is routinely exercised in accordance with operating instructions. This warranty does not apply to malfunctions caused by physical damage, misuse, improper installation, repair or service by unauthorized persons, or normal wear and tear. The warranty is not assignable.

Blue Star Power Systems, Inc. product warranty period: Engine generator set: Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first). Accessories (installed on the engine generator set or shipped loose): Parts and Labor for one (1) year from the date of factory invoice or 2000 hours (whichever occurs first). Transfer Switches: If purchased with a generator set (same order number): Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first).

The start of the warranty period can be adjusted to the date of unit start-up (limited to 180 days from invoice date) provided that the following information is provided to Blue Star Power Systems, Inc. within 30 days of start-up. The warranty will not be effective unless a copy of the Blue Star Power Systems, Inc. Start-Up Instructions & Warranty Validation form is properly filled out and returned to Blue Star Power Systems, Inc. within 30 days of start-up. If the Start-Up Instructions & Warranty Validation Form is received after 365 days (1 year) from invoicing date, all unit warranties will be void. Additionally, the engine manufacturer's engine registration form must be completed and returned to the engine manufacturer as stated in the instructions with the registration form.

To obtain warranty service: Contact your nearest Blue Star Power Systems, Inc. Service Representative. For assistance in locating your nearest authorized service representative, contact Blue Star Power Systems, Inc. at warranty@bluestarps.com.

Warranty service may be performed by authorized Blue Star Power Systems, Inc. service providers only. Service work performed by unauthorized persons will void all warranties and not be paid.

Blue Star Power Systems, Inc. shall not be liable for any claim in amount greater than the purchase price of the product. In no event shall Blue Star Power Systems, Inc. be held liable for any special, indirect, consequential or liquidated damages including but not limited to: loss of profits, loss of time, increased overhead, delays, loss of business opportunity, good will, or any commercial or economic loss.

Blue Star Power Systems, Inc. shall not be liable for any claim that requires replacement of engine, part, or component of the gen-set that is no longer manufactured or available. Additionally, Blue Star Power Systems, Inc. will not be liable for any engine replacement that may require emissions tier level change.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE DESCRIBED HEREIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

The following items and/or circumstances are excluded from this limited warranty:

- Improper installation or operation as outlined in the Generator Set Installation Guide and Operating Instructions.
- Misapplication and misuse of the equipment outside the original design parameters as stated on the nameplate of the equipment.
- Equipment purchased at the standby rating that is being used in a prime power application(s).
- Failure to properly exercise and maintain your equipment per manufacturer's specifications will void all warranty.
- Any equipment or components adding including fuel tanks and enclosures not installed at the Blue Star Power Systems, Inc. factory.
- Equipment modifications made without the written consent of Blue Star Power Systems, Inc. will void all warranty.
- Damages caused by acts of nature, such as lightning, wind, flood, or earthquake.
- Any damage due to situations beyond the control of the manufacturing and/or workmanship of the product.
- Engine starting batteries: The battery manufacturers' warranty applies. Consult your local battery supplier for warranty service.
- Fuel system and/or governing system adjustments performed during or after start-up.
- Normal maintenance items and consumable items such as belts, filters, fluids, and hoses.
- Adjustments and tune-ups performed during start-up or thereafter. Start-up, training, tuning, and adjustments for any paralleling or bi-fuel system.
- Loose connections (electrical and mechanical) before and after unit start-up. Including fittings, connectors, clamps and fasteners.
- Diesel engine "Wet Stacking" due to lightly loaded diesel engines. Regeneration issues, aftertreatment exhaust systems, including DEF related issues.
- All fluid level related items found before, during, or after unit start up.
- Use of steel enclosure within 25 miles of the coast.
- Requested rental generators used while warranty work is being performed.
- Charges, fees, and site delays due to a replacement components availability with the product manufacturer.
- Any labor charges deemed excessive by Blue Star Power Systems, Inc. factory or component manufacturer.
- Travel labor and mileage for mobile generator sets.
- Additional trips to the site due to a service vehicle was not stocked with normal service parts.
- Any special access fees, equipment, requirements or after hours scheduling to gain access to the equipment for warranty service purposes.
- Lodging expense associated with unit repair and excessive mileage charges (limit to 300 miles and 6 hours travel round trip from nearest service center).
- Shipping damage of any type. All equipment is shipped F.O.B. Blue Star Power Systems, Inc. and risk of loss transfers to the carrier once loaded for shipment. It is the responsibility of the receiving party to sign for the receipt of and note any shipping damage to the equipment. Freight damage claim filing is the responsibility of the receiving party. In the rare event that damage occurs resulting from shrink wrap during shipment, Blue Star Power Systems, Inc. will not warrant any damage to the unit.

This agreement is deemed made and executed in North Mankato, Nicollet County, Minnesota and shall be construed and interpreted in accordance with the laws of the state of Minnesota without giving effect to its conflicts of laws principals. Each of the parties submits to the exclusive personal jurisdiction and venue with respect to any action or proceeding arising out of, in connection with, relating to, or by reason of this agreement before the district court of the state of Minnesota, located in Nicollet County and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.