



## AKSA INTERNATIONAL (UK) LIMITED

### PRODUCT WARRANTY TERMS AND CONDITIONS ELECTRIC POWER GENERATORS

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1. AKSA INTERNATIONAL (UK) LIMITED (hereinafter referred to as AKSA) warrants that its products are free from any known fault and defect and are in serviceable condition at the time of delivery to the Dealer, that the products perform in accordance with the specifications set out in the technical sales publications and quotations provided by AKSA. In the unlikely event that the product fails whilst in service and is found to be faulty, AKSA offers a GUARANTEE under the terms and conditions provided hereinafter.
2. AKSA will repair/co-ordinate the repair or rectify any fault or failure arising as a direct result of defects in materials or poor workmanship.

The validity period of this guarantee shall be limited as follows:-

Eighteen months or 2000 Hours from AKSA invoice date whichever comes first. Subject to any limitation(s) that may be imposed by the manufacturer of the key components.

3. The Dealer shall complete and return the Warranty Registration Form attached, to AKSA no later than 7 days from the date of installation. Failure to do so may invalidate the warranty.
4. It is the Dealer's responsibility to ensure that the product is Installed, operated and maintained in accordance with the operating manual(s) supplied by AKSA and the manufacturer's guidelines
5. During the term of this guarantee, key components of the product, such as but not limited to engine, alternator and control module) must be serviced, inspected and maintained in accordance with the component manufacturers' service instructions and at the intervals recommended by the manufacturer of the component fitted to the product
6. The Dealer / user may be asked to show evidence in writing to AKSA or its contractors of the correct utilisation of the product by maintaining and retaining service logs records and any other supporting documents during the term of this guarantee
7. No alteration or modifications are to be carried out to the product without the express consent of AKSA, during the warranty period. Failure to comply may invalidate warranty with immediate effect.
8. In the case of a Warranty Claim;

8.1 Any claim under this guarantee must be notified in writing to AKSA not later than 21 days of the discovery of the alleged defect, malfunction or failure through:

- AKSA Warranty Claim / Fault Report Form
- Supporting Photos, including but not limited to images from faulty part(s), fault code on the control module, full view of generator set, doors open if canopied.

8.2 If the Product is under warranty AKSA will nominate an authorised repair agent local to the site to handle the failure under warranty. The Dealer is not allowed perform any repairs, alterations without written consent of AKSA, during warranty period.

Following AKSA's written consent;

When attending the product to Repair under warranty, the repair agent is to make sure that;

- The Product is under warranty,
- The Product is periodically maintained.
- No alterations or repair were made on the product without the written consent from AKSA

Only qualified service technicians are allowed service the Product.

Initially, the repair agent will try to repair the faulty part. If there is no way to repair the faulty part, it must be replaced by a new one from the repair agents stock otherwise AKSA will assist in sourcing the required part either by supplying it directly or by providing a written consent to the repair agent to source it locally on agreed price.

8.3 AKSA reserves the right to appoint the Dealer or its own staff or authorised repair agent to complete the warranty repair.

8.4 If requested, the Dealer /User will permit AKSA, its employees and/or Repair Agent Access to the product wherever it may be situated for the purposes of inspection and repair of the product.

8.5 AKSA reserves the right to repair or replace the product or the faulty component on an exchange basis with either a reconditioned or new replacement, its decision on their part will be final and conclusive.

## 9 Warranty Claim Applications

When issuing a warranty claim / Fault Report form and sending it back to AKSA, the Dealer should consider the following additional points:

9.1 All Claim / Fault Report forms should be checked and undersigned by the Dealer's authorized personnel.

- 9.2 The Claim / Fault Report form should be filled very clearly, contain the user's complaint, description of the failure in all ways and how it was solved.
- 9.3 Invoice issued by the Repair Agent for a failure of a Product under warranty should be submitted to AKSA together with Authorised Claim / Fault Report form (appendix C).
- 9.4 Spare parts price(s) consumed and identified explicitly on the form, should bear the rates agreed upon and unit labour cost given at Appendix B should be used in calculations for labour charges.
- 9.5 Invoices and all the attachments should be sent to AKSA immediately after solving the problem. Claim forms received later than 21 days from failure date will automatically be rejected.
- 9.6 If additional information about warranty claim is requested by AKSA, the Dealer is expected to reply with a detailed answer within 7 days from the receipt of the request.
- 9.7 If the requested information is not sent within 30 days after request then the related claim shall be rejected
- 10 The Repair Agent should follow the procedure below when replacing the spare parts approved by the warranty department:
- 10.1 Any defective part or component replaced under this guarantee will become property of AKSA. The repair agent is expected to retain the faulty part for a minimum of 6 months for further inspection at the repair agents or AKSA may ask some of these parts to be shipped back to its premises in Coalville. In this case the freight cost will be compensated by AKSA. Unless AKSA claims the part back within the period, the Agent may dispose the faulty part. Faulty parts disposed before the end of the 6 months period which are not presented during any inquiry may be invoiced to the repair agent.
- 10.2 This guarantee is strictly restricted to repair and replacement of faulty products and their components, it is not a guarantee for breakdown cover and does not render AKSA liable for any claim for incidental expenses or consequential losses, such as equipment rented in substitution, loss of production or business interruption, whilst the product supplied is subject to a warranty claim. Unless with prior agreement from AKSA the Dealer will bear the cost of any expense incurred in removing or refitting any part or component sent to AKSA for inspection, repair or replacement under this guarantee.

## 11 Warranty Limitations

- 11.1 This guarantee will not apply in the following circumstances;
- Product has been serviced by an unqualified service technician,
  - Failure or fault is attributable to fair wear and tear arising under normal operating conditions.
  - Accidental damage to the product after delivery to the dealer
  - Removal of Identification / rating plate
  - Misuse, abuse or improper installation.
  - Conservation procedures not applied to Product when kept at stock more than 6 months.
  - Incorrect use of Product.
  - Product not placed in a suitable location, not having sufficient ventilation and exhaust system, suitable footings and power cable.
  - Unauthorised alteration or modification carried out to the product.
  - Failure or neglect to carry out proper servicing and routine maintenance.
  - Any product specific hour's limitation.
- 11.2 Corrosion and cavitation problems will not be covered by warranty in case antifreeze described in operation manual is not added to coolant.
- 11.3 Product fitted only with genuine parts will be covered by warranty. Any alteration in the design of Product (synchronization, additional control unit, transfer panel, etc.) should be confirmed by AKSA and to be carried out by AKSA or an authorised agent. Otherwise warranty is not valid.
- 11.4 The faults caused by earthquake, flood or other natural disasters will not be covered under warranty.
- 11.5 Any damage during the transportation or storage is out of warranty.
- 11.6 Maximum repair time is 30 working days. Repair time will be added to warranty period.
- 11.7 Before servicing Cummins Q series (QST, QSX, QSK etc.) engines the Dealer should contact AKSA.
- 11.8 Fuel pumps (Bosch, Stanadyne, etc.) should be serviced by the manufacturers own Service Point in the local region since these parts are under the warranty of parts manufacturer.
- 11.9 Failures (such as engine coking, alternator and contactor failures) due to under load, overload and unbalanced load are not covered by the warranty.
- 11.10 The repair agent should keep and carry a stock of spare parts (listed on appendix A) to service a product in a reasonable time.  
AKSA may randomly ask for confirmation with regards to availability of Spare Parts subject to Appendix A, any time.

- 11.11 In the event, it has been agreed between the parties for AKSA to bear the aforementioned cost, AKSA's liability shall be limited to direct costs reasonably incurred, or agreed rates on labour, mileage, parts supported and evidenced by invoices, receipts and vouchers.
- 11.12 The warranty does not cover any incidental, consequential or related costs such as transport, extra costs due to the installation in making the Products accessible, docking and cranes, loss of use, loss of income, opportunity costs, loss of profit, loss of time, loss of property, personal injury or damages on other parts or goods other than the indicated Product delivered by AKSA.
- 12 This warranty is expressly in lieu of all other warranties, expressed or implied, including, but not limited to, any warranty or merchantability or fitness for a particular purpose. All warranties which exceed the aforementioned obligations are hereby disclaimed by AKSA and are excluded from this warranty. AKSA shall under no circumstances, be held liable for any special direct, indirect or consequential damages.