

**MTU ONSITE ENERGY CORPORATION
ONE (1) YEAR BASIC PARTS
LIMITED WARRANTY**



LIMITED WARRANTY

Your MTU America Inc. d/b/a MTU Onsite Energy ("MTU Onsite Energy") product has been manufactured and inspected with care by experienced craftspeople. If you are the original consumer ("Owner"), MTU Onsite Energy warrants, for the limited warranty period indicated below, each product will be free from defects in materials and workmanship, and will perform under normal use and service from valid start-up performed by MTU Onsite Energy. This Limited Warranty shall apply only when the product has been properly installed, serviced, and operated in accordance with the applicable MTU Onsite Energy instruction manuals. If this Limited Warranty applies, the liability of MTU Onsite Energy shall be limited to the replacement, repair, or appropriate adjustment of the product, at MTU Onsite Energy's option. This Limited Warranty does not apply to malfunctions caused by normal wear and tear, or by damage, accident, acts of God, unreasonable use, misuse, repair, or service by unauthorized persons.

LIMITED WARRANTY PERIOD

Parts have a one (1) year limited warranty from the date of installation by an authorized MTU Onsite Energy Service Provider or the date of purchase from an authorized MTU Onsite Energy Provider, whichever occurs first. MTU Onsite Energy's obligation under this warranty is expressly limited to supplying replacement parts and does not cover any other associated costs incurred. Parts replaced under this warranty will carry the remaining warranty time from the original purchased part, and if required, MTU Onsite Energy has the right to request proof-of-purchase of the original purchased part. All parts being considered for warranty must be returned to MTU Onsite Energy for evaluation, unless MTU Onsite Energy authorizes the part to not be returned. This Limited Warranty is governed by the laws of the State of Minnesota without regard to its conflicts of law principles and excluding the United Nations Convention for the International Sale of Goods.

TO OBTAIN WARRANTY SERVICE

Warranty service may only be performed by MTU Onsite Energy authorized service providers. **Service provided by unauthorized persons will void this Limited Warranty. Non-MTU Onsite Energy replacement part(s) will void this Limited Warranty.** Contact your nearest MTU Onsite Energy Service Representative to obtain warranty service. For assistance in locating your nearest authorized service representative, contact MTU Onsite Energy, Attention: Service Department, 100 Power Drive, Mankato, MN 56001, +1 507 625 7973.

SOFTWARE WARRANTY

Where software is included in the product, MTU Onsite Energy warrants to the Owner that 1) the software will be substantially free from material program errors and material defects in material and workmanship, and that 2) it shall function substantially in accordance with MTU Onsite Energy's specification at the time of dispatch from the MTU Onsite Energy manufacturing facility. MTU Onsite Energy does not warrant that the software is error-free or free from "bugs" as commonly categorized by the computer industry. MTU Onsite Energy shall, during the Limited Warranty Period, endeavor to remedy at its cost, in its sole discretion, by repair or replacement of any material program errors or material defects of which Owner has promptly notified MTU Onsite Energy. MTU Onsite Energy, at its option, may elect to provide the most current software at no cost, and in such case MTU Onsite Energy will not cover the cost to install the applicable updated software. MTU Onsite Energy shall have no obligation with respect to any nonconformities resulting from unauthorized modifications to the software or any Owner interfacing.

DISCLAIMERS

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THIS LIMITED WARRANTY, THE OBLIGATIONS OF MTU ONSITE ENERGY AND THE RIGHTS AND REMEDIES OF THE OWNER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF, AND THE OWNER HEREBY WAIVES AND RELEASES ALL OTHER OBLIGATIONS, WARRANTIES (INCLUDING WARRANTY AGAINST REDHIBITORY DEFECTS), REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF THIS LIMITED WARRANTY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE PRODUCT, ANY COMPONENT THEREOF AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL MTU ONSITE ENERGY BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGE TO THE PRODUCT, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS.

MTU ONSITE ENERGY SHALL NOT BE LIABLE FOR ANY CLAIM GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT.