

Waukesha* gas engines Express Limited Warranty

1) STANDARD EXPRESS LIMITED WARRANTY ("ELW").

Dresser, Inc., a wholly owned subsidiary of General Electric Company doing business through its Waukesha gas engines business ("Waukesha"), warrants that it will repair or replace, AT ITS SOLE ELECTION AND EXPENSE, any component of a Waukesha manufactured engine, Enginator*, Cooperative Fuel Research Product ("Equipment") or Genuine Waukesha Service Part installed in or on Equipment ("Genuine Waukesha Part(s)") (Equipment and Parts collectively referred to as "Product(s)") that fails, or is damaged, as the direct result of a defect in material or workmanship. This warranty is made to the original owner of the Product and transfers to subsequent owner(s) ("Owner") until the expiration of the applicable warranty period.

2) CONDITIONS OF THE ELW.

A. WAUKESHA'S RESPONSIBILITIES. Waukesha shall be responsible for the reasonable cost to repair or replace, at Waukesha's election and expense, defective Product(s) during the applicable warranty period, including:

1. Labor if provided by Waukesha or an independent authorized Waukesha Distributor ("Distributor") or independent authorized service provider ("Service Provider");
2. Travel expenses incurred by Distributor or Service Provider as necessary to complete the warranty repair or replacement;
3. Required freight, customs and duties; and
4. The cost to replace lubricating oil, coolant, filter elements, or other normal Product maintenance items that are contaminated and/or damaged as a direct result of a warranted defect.

B. OWNER'S RESPONSIBILITIES. Owner shall be responsible for:

1. The proper operation, repair and maintenance of the Product(s) documented by keeping accurate and complete records of operation, repair and maintenance during the warranty period and providing Waukesha, Distributor and/or Service Provider access to those records.
2. If Products do not meet this warranty, Owner shall promptly notify Waukesha, Distributor or Service Provider in writing within thirty (30) days of becoming aware of a possible warranty claim.
3. Making the Product(s) available during normal business hours to Waukesha, Distributor or Service Provider for any warranty repair or replacement.
4. All costs for premium or overtime labor incurred due to owner's request that warranty repairs or replacements be made on a premium or overtime schedule.
5. All labor costs in excess of what is allowed in the current Waukesha Labor Guide.
6. All transporting, towing or other costs incurred in the removal or reinstallation of Equipment as may be required to affect any warranted repair or replacement.
7. Its administrative costs and expenses associated with a warranty claim.

8. Providing Waukesha, Distributor and/or Service Provider access to and download of the Product's electronically stored engine controls data.

3) EXCLUSIONS.

All obligations of Waukesha under this ELW shall be waived and rendered void, and Waukesha shall not thereafter, be responsible for:

A. Any damage or failure to a Product:

1. Resulting from owner, operator or third party abuse or neglect, including but not limited to, any operation, installation, application, maintenance, or assembly practice not in accordance with the applicable laws, regulations or the guidelines and specifications established by Waukesha; or
2. Resulting from an unauthorized modification or repair of a Product(s); or
3. Resulting from overload, over speed, overheat or accident; or
4. That is not reported to a Distributor or Service Provider within thirty (30) days of becoming aware of a possible warranty claim; or
5. For which Waukesha did not receive proper documentation concerning the start-up of the Equipment or purchase and installation of the Genuine Waukesha Part(s) from the owner, Distributor or Service Provider; or
6. Caused by or related to a part that is not a Genuine Waukesha Part; or
7. Installed in any application or product other than Equipment; or
8. Where the repair or replacement is performed by anyone other than Waukesha, Distributor or Service Provider; or
9. Where the allegedly defective Product(s) is/are not made available to Waukesha, Distributor or Service Provider; or
10. Where the necessary documents, such as drawings and specifications relating to the specific application of the Product(s), are not provided to Waukesha, Distributor or Service Provider in a timely manner; or
11. Resulting from misapplication or improper repair of a Product; or
12. Resulting from the improper or extended storage of a Product.

B. Any cost for freight, customs, brokers fees, and/or import duties if appropriate documentation is not provided; or

C. Normal wear, maintenance or consumable parts that may need to be routinely replaced, rebuilt or otherwise maintained during the applicable warranty period such as belts, spark plugs, lubricating oil filters, air filters, etc.; or

D. Loss of revenue and/or loss of or damage to real and/or personal property.

4) WARRANTY PERIODS

- A. EQUIPMENT IN CONTINUOUS DUTY APPLICATIONS operate at the highest load and speed which can be applied, subject to Waukesha's approved ratings in effect at time of sale ("Continuous Duty Engines").

Warranty coverage shall commence on the initial new Continuous Duty Engine's start-up date and shall expire upon the earlier of the following:

- (a) 12 months after the initial Continuous Duty Engine's start-up date; or
- (b) 24 months after the original shipment date of the Continuous Duty Engine from Waukesha's facility.

- B. (For EPA Certified Engines Only) WAUKESHA GENERAL AND HIGH-PRICED Emission Control System ("ECS") WARRANTY - YOUR WARRANTY RIGHTS AND OBLIGATIONS The U.S. EPA and Waukesha are pleased to explain the ECS warranty covering your EPA off-road mobile certified engine ("Engine" or "Engines"). New off-road large spark-ignition Engines must be designed, built, and equipped to meet stringent Federal and State anti-smog standards. Waukesha warrants that the ECS installed on your Engine for the time periods listed below provided there has been no abuse, neglect or unauthorized modification or improper installation, operation, repair, or maintenance of your Engine and /or ECS.

Your ECS covers only the parts described in the General ECS and High Priced ECS parts lists below.

1. Warranty coverage for the General ECS parts shall commence on the initial new Engine's start-up date and shall expire upon the earlier of the following:
 - a) three years or 12,000 hours of service after the initial new Engine start-up date; or
 - b) six years after the original shipment date of the Engine from Waukesha's facility.
2. Warranty coverage for High Priced ECS parts shall commence on the initial new Engine's start-up date and shall expire upon the earlier of the following:
 - a) five years or 18,000 hours of service after the initial new Engine start-up date; or
 - b) six years after the original shipment date of the Engine from Waukesha facility.
3. If any part(s) described in the General ECS or High-Priced ECS parts list is determined by Waukesha to be defective, the defective part will be repaired or replaced at Waukesha's election and expense by a Distributor or Service Provider.
4. If Waukesha determines that a warrantable failure of one of the parts covered by this warranty results in failure of another part of the Engine or ECS, both parts will be covered by this warranty.
5. OWNER'S WARRANTY RESPONSIBILITIES As the Engine owner, you are responsible for the performance of the required maintenance listed in your Engine's Operation and Maintenance manual and other maintenance publications as may be issued by Waukesha from time to time. Waukesha requires that you retain all records covering maintenance on your Engine in order to receive warranty coverage.
6. As the Engine owner, you should be aware that Waukesha may deny warranty coverage if your Engine or the ECS has failed due to abuse, neglect or unauthorized modification, or improper installation, operation, repair, or maintenance.

7. Your Engine is designed to operate on Natural Gas and/or LPG fuels per the gas quality requirements set forth in S7884-7 (or the most current version) Waukesha Gaseous Fuel Specification, available from your authorized service provider. Use of any fuel not specified on the emission control information label and/or not in compliance with the Waukesha Gaseous Fuel Specification may result in your engine no longer operating in compliance with applicable emissions requirements and Waukesha may deny warranty coverage.
8. You are responsible for initiating the warranty process. Waukesha requires that you contact an authorized service provider as soon as a problem exists. The warranty repairs will be completed by the authorized service provider as expeditiously as possible.

General Emissions Warranty Parts List – 3 years or 12,000 hours, whichever comes first

Air Charge Temperature Sensor	Compressor Discharge Elbow
Crankshaft Position Sensor	Spark Plug
Camshaft Position Sensor	Ignition Coil
Coolant Temperature Sensor	Ignition Wire(s)
Knock Control Sensor	PCV Hose (Tube)(Inlet Assembly)
Oxygen Sensor (pre catalyst)	PCV Hose (Tube)(Outlet Assembly)
Exhaust Temperature Sensor (pre catalyst)	Air Cleaner Element

High Priced Emissions Warranty Parts List – 5 years or 18,000 hours, whichever comes first

Carburetor	Air Induction Duct (RH & LH Assembly)
Mechanical Throttle Body (RH & LH Assembly)	Air/Gas Inlet Elbow (RH & LH)
Electronic Throttle Controller	Ignition Control Module
Engine Control Module	PCV Valve
Engine Control harness (RH & LH Assembly)	Exhaust Manifold (Single) (RH & LH Assembly)
Manifold Pressure Sensor	Exhaust Pipes
Fuel Pressure Regulator	Wastegate
Fuel Line (RH & LH Assembly)	Catalyst(s)
Regulator Actuator	Muffler Assembly with Catalyst
Air Cleaner Housing (RH & LH Assembly)	

C. EQUIPMENT OPERATED IN EXCESS OF CONTINUOUS DUTY RATING is Equipment operated in accordance with Waukesha's published intermittent, standby or peak shaving power ratings ("Excess Engine(s)").

Warranty coverage for Excess Engines shall commence on the initial new Excess Engine start-up date and shall expire upon the earlier of the following:

- (a) 60 months after the initial Excess Engine start-up date; or

(b) 3500 hours of operation of the Excess Engine; or

(c) 72 months after the original shipment date of the Excess Engine from Waukesha's facility.

D. EQUIPMENT APPROVED FOR DEFERRED START-UP is Equipment that meets all of the following requirements:

1. Distributor or Service Provider must inspect and re-preserve the Equipment in accordance with the long term storage and preservation requirements set forth in the most current version of Service Bulletin 16-1855 prior to 12 months from the date of shipment and then at least annually thereafter. Waukesha is not responsible for any costs associated with storing, inspecting and/or preserving the Equipment.

2. Supporting documentation of this work (C.1) must be sent to Waukesha.

3. Waukesha shall review the documentation and, in its sole discretion, approve or reject the deferred start-up request. A deferred start-up must be approved by Waukesha in writing in order for the deferred start-up warranty period under this subsection to apply. ("Stored Engines").

Warranty coverage for Stored Engines shall commence upon the date of the written approval for deferred start-up and shall expire upon the earlier of the following:

(a) 12 months from the date of an approved deferred start-up; or

(b) 12 months after the initial start-up date; or

(c) 48 months from the original shipment date of the Stored Engines from Waukesha's facility.

E. GENUINE WAUKESHA PARTS AND WAUKESHA FACTORY REMANUFACTURED SERVICE PARTS, including reUp* part, assemblies and short blocks used for repair, maintenance or overhaul of Products ("Service Part(s)") Warranty coverage for Service Part(s) shall commence upon the date the Service Part is installed in the Product and shall expire upon the earlier of the following:

(a) 12 months after the date the Service Part is installed in the Product; or

(b) 24 months after the purchase date of the Service Part from an authorized Waukesha Distributor.

F. SPECIFIC FORGED AND CAST COMPONENTS include the cylinder block casting, cylinder head casting, connecting rod forging, and crankshaft forging in Equipment or when sold separately as a Genuine Waukesha Part(s) ("Cast Components").

Notwithstanding the foregoing, warranty coverage for these Cast Components only shall expire upon the earlier of the following:

(a) 60 months after the initial Equipment start-up date or date the Genuine Waukesha Part(s) is installed in the Equipment; or

(b) 25,000 hours of operation of the covered Equipment or Genuine Waukesha Part(s); or

(c) 72 months after the original shipment date of the covered Equipment from Waukesha's facility or purchase date of Genuine Waukesha Part(s) from an authorized Waukesha Distributor.

1. No damage from other sources, such as damage from the loss of a crankshaft bearing, shall be considered a forging defect.

2. Owner shall be responsible for all labor, travel, mileage and other related costs and expenses associated with a forged or cast warrantable failure occurring more than 12 months from the commencement of the warranty period.

F) A Service Part(s) used in the repair or replacement under this ELW assumes the remaining warranty coverage of the replaced part(s) if any.

5) GRATUITOUS ADVICE

If Waukesha furnishes Owner, Distributor or Service Provider with advice or assistance concerning any Product, system or work which is not required pursuant to a contract, the furnishing of such advice or assistance will not subject Waukesha to any liability, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.

6) EXPIRATION

The warranties and obligations of Waukesha shall expire and be of no further effect upon the respective dates of expiration of the applicable warranty periods.

7) MODIFICATIONS OF THE ELW

This ELW is and shall remain the complete and exclusive agreement between the parties with respect to warranties, superseding all prior agreements, written or oral, and all other communications between the parties relating to warranties, except as modified in writing and signed by the parties. No person or entity other than Waukesha is authorized to give any other warranty or to assume any other obligation on behalf of Waukesha, either orally or in writing.

8) WARRANTY ADMINISTRATION

A. Distributors or Service Providers administer the warranty policies and procedures established by Waukesha and submit warranty claims on the customer's behalf to Waukesha for warranty consideration. Waukesha determines, AT ITS SOLE DISCRETION, if and to what extent the ELW applies to the claim.

B. Proper documentation, including but not limited to invoices for the Genuine Waukesha Part(s) and/or start-up report, must accompany any warranty claim. Contact the nearest Distributor or Service Provider for assistance with warranty matters or questions. To locate the nearest Distributor or Service Provider, visit our website at www.dresser.com/waukesha or contact Waukesha at (262) 547-3311.

9) OWNER'S REMEDIES UNDER THIS ELW

This ELW provides the exclusive remedies for all claims based on defect in material or workmanship in Product(s), regardless of when the failure or defect is discovered, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this ELW are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

10) GOVERNING LAW AND DISPUTE RESOLUTION

A. This ELW shall be governed by and construed in accordance with the laws of (i) the State of New York if Owner's place of business is in the U.S. or (ii) England and Wales if the Owner's place of business is outside

the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). The United Nations Convention on Contracts for the International Sale of Goods shall apply to Products sold to Owners outside of the USA.

B. All disputes arising in connection with this ELW, including any question regarding its existence or validity shall be resolved in accordance with this Article 10. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Owner, in accordance with the following:

(a) if the Owner's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in New York County, New York; or (b) if the Owner's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the ELW, and if a solution is not found in the ELW, shall apply the Governing Law of the ELW. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

Form No. 4503 rev 8-20-2013. Effective for orders acknowledged by Waukesha on or after August 20, 2013.
This ELW consists of 5 pages which all together make up the entire express limited warranty.

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