SIEMENS

LIMITED
PRODUCT WARRANTY

SIEMENS
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1. COVER

1.1 Guaranteed Products
This limited warranty applies to SIEMENS ENGINES BUSINESS products sold via SIEMENS ENGINES, S.A.U (previously named GUASCOR POWER, S.A.U.) or its Authorized Distributors, henceforth “the Seller”, which are used in approved industrial applications in accordance with the regulations established by the Seller in any part of the world, and which are delivered to their first user. The “Product” is composed of a new SIEMENS engine as well as its accessories, which have been approved and supplied by the Seller, and installed or had their installation supervised by the Seller, or the Authorized Distributor.

1.2 Standard Warranty
Provided that the operating and type of service conditions established by the Seller are met, the Standard Warranty covers any product fault, which is due to a defect in the Seller’s materials or a Seller manufacturing defect (Fault Covered by Warranty) which took place during the warranty period as appears below.

The duration period of the Standard product warranty is twelve (12) months from the start-up thereof, or eighteen (18) months from delivery of the Product, whichever happens first.

The Standard Warranty will not come into effect until the Seller has received, reviewed and accepted the supporting documentation for Product start-up.

The Standard Seller Warranty requires a Product to be started up within 12 months of delivery to the client at the factory (Zumaia). Otherwise, the buyer must proceed in accordance with the terms established for deferred start-ups in article point 3.4.

1.3 Extended warranty for Main Components
The Extended Warranty for Main Components covers material or manufacturing defects for the following specific main forged and foundry components: engine block, cylinder heads, rods and crankshafts (henceforth "Covered Parts"). Bearings and plain bearings are not covered. This cover will start with the expiration of the Standard Warranty and will end 3 years after the FCA delivery date in Zumaia or after 15,000 hours of operation, whichever happens first.

The extended warranty for main components is designed to maintain the Standard Warranty, and will be annulled if the conditions previously established for this Standard Warranty are not met.

1.4 Products intended for commercial applications
Seller Products are goods specifically intended for commercial purposes. The warranty for Seller Products is a limited warranty.

1.5 Warranty Claims  All Warranty Claims should be made within the first 48 hours of detecting a defect, via an authorized Distributor or the Seller’s official service. The Seller’s “warranty procedures” (available via the Seller’s Authorized Distributors) must be complied with in the management of a claim.

In the event that the buyer does not have an authorized Seller’s service available in their surroundings, they must directly contract the factory, presenting the corresponding properly filled out accrediting form, so that the warranty claim can be processed.

2. SELLER OBLIGATIONS

2.1 During the Standard Warranty
In the event of a verified fault that is covered by warranty, the Seller will pay for all the parts and reasonable labour costs necessary to repair the damage to the Product, and it will be the Authorized Distributor or Seller’s contractor who is in charge of the repairs in their usual working hours.

The reasonable labour costs are defined in the operating times guide established by the Seller.

When the Seller introduces modifications or improvements to Products in the case of a Fault Covered by Warranty, the present warranty conditions will not be altered.

The Seller may, at their own discretion, decide to replace or repair the faulty parts covered by the warranty.

When an in situ warranty repair is necessary, the Seller will cover up to a total of six hours of relocation for mechanics, including mileage, food and accommodation, to and from the place of repair.

2.2 During the Extended warranty for Main Components
After the expiration of the Standard Warranty Cover, the Seller will only cover the repair or replacement (their choice) of “Covered Parts” that have been proven to be faulty, under the Extended Warranty for Main Components.
3. BUYER OBLIGATIONS

3.1 During the Standard Warranty
The buyer will be responsible for the operation and maintenance of the Product, according to the instructions specified in the Seller Maintenance and Usage Manual. Likewise, the buyer will bear the costs of lubricating oil, antifreeze agent, filtering elements and other maintenance items replaced during warranty repairs or during the repairs carried out under warranty.

The buyer will bear all the costs for labour and parts incurred in the repair of any fault during the standard Warranty period. The Seller will refund the value of the parts and labour which are the subject of this warranty once it the claim by the Seller has been demonstrated and approved.

The buyer will bear the expenses of relocation for mechanics if the time is more than six hours, to and from the place of repair, including mileage, communication, food and accommodation. Likewise, the buyer will be responsible for the costs of transporting parts necessary for the repair.

3.2 During the Extended warranty for Main Components
The buyer will bear the costs of all work necessary to repair the Product, including the cost of labour for clearing and reinstatement. When the Seller considers it more appropriate to repair a part instead of replacing it, the buyer will not be responsible for the labour necessary to repair the part.

The buyer will bear the cost of all the parts necessary for repair except for faulty Covered Parts.

The buyer will bear all the costs of relocation, including mileage, communication, food, accommodation and other similar costs incurred as a result of a Fault Covered by Warranty.

The buyer will bear the costs of lubricating oil, antifreeze agent, filtering elements, injectors, belts, gaskets and other maintenance items replaced during warranty or during the repair of a Fault Covered by Warranty.

3.3 During the Standard and Extended Warranty for Main Components
The buyer will be responsible for the operation and maintenance of the Product, according to the specifications in the corresponding Seller Maintenance and Usage Manual. The buyer will also be responsible for providing the proof that shows that all the recommended maintenance has been carried out.

The buyer will be responsible for the proper maintenance of the operation of the Product's hour metre, ensuring that this hour metre reflects the total real hours of operation of the Seller's Product.

The buyer will be in charge of substituting or repairing all the parts that suffer normal wear and tear due to their usage, for example injectors, nozzles, plugs, belts, filtering elements, seals, gaskets and cuffs, as well as cooling liquid, fuel, etc.

The buyer will cover the costs associated with "wait times" when the Product is not immediately available to carry out the service.

The buyer must allow accessibility and availability of the product to the Seller or staff authorized by the Seller in the case of inspection claim or repair under warranty.

The buyer will be responsible for any additional time incurred in any disconnection, disassembly or uninstallment necessary for items that are not from the Seller, for full access to the Product.

The buyer must assume the difference in costs between the extra and normal working hours, when the extra hours are required by the owner.

The buyer will be responsible for the repair of elements other than the Product, the costs incurred due to "periods of unavailability", transport damage, fines, applicable taxes, all business costs, and other losses that result in a Fault Covered by Warranty.

The buyer will be responsible for the maintenance and inspection operations carried out under their request during the warranty intervention.

The buyer will be responsible for the cost of analysis and investigation of their claims, unless the problem is causes by the Seller's material or manufacturing defect.

The buyer will pay all client costs and intermediary fees, insurance and taxes of all kinds. The buyer will be responsible for all the administrative costs and expenses that result from a Fault Covered by Warranty.

3.4 Delayed Start-Up
If an engine has been stored for 6 months and the
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buyer wishes to extend the Seller's standard warranty cover, the buyer must request this warranty extension due to start-up delay from the Seller in writing. After receiving the buyer's request, the Seller will present an independent quote for the warranty due to delayed start-up. The guarantee due to delayed start-up will be offered separately and will be covered at an additional price, the quote for which will be provided once the delayed start-up request is received.

The aforementioned will be applied exclusively to the engine and not to the rest of the accessories.

The engine will be inspected and preserved (a) by staff authorized by the Seller as they indicate, and in the place stipulated by the buyer.

If the operation of the engine is checked after the date of sending from the factory and it is not started in its proper place for a month after the checks, it should be stored according to the Seller's storage requirements. All expenses relating to the tasks associated with the new storage will be the responsibility of the buyer.

The buyer must consult the Seller if it is possible to store the engine in inclementy or in humid or harsh conditions, as it may require more frequent inspections and maintenance than those outlined here.

The extension of the standard warranty period in the event of delay to start-up, when acquired by the buyer, will be valid once a complete start-up report is sent within a period of thirty (30) days from start-up of the product, or when the new maintenance tasks for the equipment have been completed within a period of thirty (30) days after shipment and maintenance of the product has been carried out as stipulated by the Seller. If an extension of the warranty period due to delayed start-up is not agreed upon with the buyer, the standard warranty period will not be extended as indicated in this article.

4. LIMITATIONS

The Seller will not be responsible for any fault subject to warranty in the event that:

1. There is any damage or negligence in shipping, storage, installation or operation that is not attributed to the Seller.

2. There is any deviation, concealment or modification in the type label or Product identification.

3. There is any fault of any kind due to abuse of the Product due to operation other than that specified by the Seller, due to operator negligence, or due to operations or maintenance tasks different to those authorized by the Seller, or which do not adhere to the maintenance programme plan defined by the Seller.

4. The use of parts not supplied by the Seller, or lubricating oil that has not been specifically authorized for use by the Seller.

5. Non-authorized modifications to the Product (including servicing, adjustments, injection/ignition, etc.), or additional installation of equipment or devices that are not approved by the Seller.

6. Failure to notify the Seller or the Seller's Official Service or Distributor of the fault within a period of 48 hours following the incident that caused the fault.

7. Interventions carried out by staff not authorized by GUASCOR, by the Distributor or the Seller's official service. The seller will not bear responsibility for the costs of repair, substitution or adjustment of the equipment or parts made by the buyer, nor by the buyer's workforce or third parties.

8. Failure to make the product available to the Seller, their distributor or the Seller's official service.

9. Omission of information necessary to the Seller or authorized distributor with respect to the installation and operation data that are relevant for the creation of the operation and maintenance programmes or fault diagnostics.

10. Any fault due to damage caused by equipment not supplied by the Seller.

11. Any fault due to operating with unsuitable coolants or lubricants; lack of cooling, lubrication or admission system maintenance; unsuitable start-up stoppage, over-speeding, over-supply of fuel and storage, which do not comply with the Seller's requirements.

12. No part or equipment supplied by the Seller will be considered faulty if this defect is due to storage, installation, operation or maintenance by the buyer in a manner different to that dictated by industrial practice or the specific recommendations of the Seller and/or within the inherent operational limits of the equipment/parts.

(a) All necessary operations performed for proper conservation according to the Seller's requirements.
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In this case, the buyer will be considered responsible. The Seller will not take responsibility for faults caused by unsuitable lubricating oil, fuel or coolants, by dirt or other contaminants in the oil, fuel or environment, or due to faults caused by incorrect installation.

Before being considered a claim due to excessive oil or fuel consumption, the buyer must present the proper documentation that shows that this consumption exceeds the regulations published by SIEMENS.

4.1 Warranty Extension
The parts supplied by the Seller to correct a fault considered by the Seller to be covered by the warranty, have a extended warranty of six months from the date that the part is provided. If a fault related to this part occurs after the warranty has expired but prior to the expiration of the period of six months of extended warranty for the replacement, the Seller will only be responsible for replacing the damaged part but will not be responsible for any installation cost or labour, and declines any other type of responsibility.

Original replacement parts supplied by the Seller have a warranty of six months from the date that the part is supplied. In the case of replacement parts covered by the aforementioned warranty, the Seller will only be responsible for the replacement of said part. Seller- replacement parts used in Warranty repairs may be new, reconstructed or repaired parts, at the Seller’s discretion. The Seller is not responsible for faults resulting from the use of parts not supplied by the Seller.

In the case of parts that have markings from other manufacturers, including start-up, regulation, injection, control systems, alternators and any other device of this type, the Seller will grant the warranty provided by these manufacturers.

In any case, the extension of the warranty will not surpass six (6) months from the date of the end of the initial warranty.

4.2 Material subject to investigation for Warranty
The cost of shipping parts sent to the factory at the request of the buyer for them to be analyzed will be covered by the buyer, whether they are under warranty or not. If as result of the investigation, the Seller considers the defect to be covered by the Warranty, the parts analyzed will become the Seller’s property. In the event that the Seller’s conclusion is that they are not covered by the warranty, the Seller will make the analyzed parts available to the seller to be collected for fifteen (15) days, starting from the date the results of the analysis are communicated. After this period, the parts will be removed or destroyed.

THE PRESENT WARRANTY DOES NOT COVER WEAR AND TEAR OR DETERIORATION OF PARTS IN THE EVENT OF FAILURE TO COMPLY WITH THE CONTRACT. THE ONLY RESPONSIBILITY THAT THE SELLER HAS AND THE ONLY RIGHT THAT THE BUYER HAS WILL BE LIMITED TO THE REPAIR OR SUBSTITUTION OF FAULTY MATERIALS OR THE FACTORY WORKFORCE, SUBJECT TO THE TERMS ESTABLISHED IN THE PRESENT DOCUMENT. THE SELLER IS EXEMPT FROM RESPONSIBILITY FOR CONSEQUENTIAL, ACCIDENTAL OR INDIRECT DAMAGE, INCLUDING CLAIMS FOR PERIODS OF UNAVAILABILITY, LOSS OF USE, LOSS OF EARNINGS, AND OTHER TYPES OF DAMAGE OR ECONOMIC LOSSES.

EXCEPT FOR THAT WHICH IS EXPRESSLY ESTABLISHED IN THIS WARRANTY FOR THESE PRODUCTS, THE SELLER WILL NOT OFFER ANY OTHER WARRANTY NOR CONDITION, NEITHER EXPLICIT OR IMPLICIT, NOR AN IMPLICIT SALE OR SUITABILITY GUARANTEE FOR A SPECIFIC PURPOSE.

THE SELLER EXPRESSLY Rejects ANY OTHER WARRANTY OR CONDITION NOT ESTABLISHED IN THE PRESENT LIMITED GUARANTEE. THE PERIOD OF ANY OTHER IMPLICIT GUARANTEE THAT MAY BE IMPOSED BY LAW WILL BE LIMITED BY THE PRESENT WARRANTY.

IMPORTANT NOTES.

1. The Seller reserves the right to modify the present Limited Guarantee for the product, at any time and without prior notice. All rights reserved.

2. The Seller will use their own judgement to decide whether to grant the extended warranty for main parts or due to delay in start-up, and may deny this without any need for justification.

3. In addition to that established in the present warranty document, the clause relating to the warranty included in the Seller’s sales Terms and Conditions ("International Terms and Conditions, ITC"), which are reproduced below, will be applicable. When faced with any contradiction between the content of this clause and the present warranty document, the content of the present limited product warranty document will prevail:

10. Defects Liability
10.1 In this Contract, and subject to Clause 10.2, a defect shall mean any non-conformity of the Product
with the express terms of this Contract resulting from circumstances existing in the Product at the time of the transfer of risk to the Customer ("Defects").

10.2 The following shall not be Defects:
   a) normal wear and tear, non-conformity resulting from excessive strain,
   b) non-conformity resulting from faulty or negligent handling;
   non-compliance with instructions or recommendations in operation or maintenance manuals and other documents;
   c) installation, erection, modification, commissioning, or precommissioning, in each case not carried out by Siemens,
   d) non-reproducible software errors,
   e) defects which do not significantly impair the use of the respective Product.

10.3 The Customer shall notify Siemens in writing of any Defects without undue delay. Upon such written notification, Siemens shall, at its option, remedy a Defect by repair, replacement, or re-performance. Siemens shall be given a reasonable period of time and opportunity to remedy the Defect. For this purpose, the Customer shall grant Siemens working access to the nonconforming Product, shall undertake any necessary dis-assembly and re-assembly, and shall provide access to operation and maintenance data, all at no charge to Siemens. Upon Siemens’ request, the Customer shall ensure that title to the replaced defective parts shall transfer to Siemens.

The Customer shall be responsible for the customs clearance in the country where the Product are performed and further transport from the places of delivery for all equipment necessary to remedy the Defect. Siemens shall be obliged to reimburse the Customer for all such customs duties (if any) against documentary proof and invoice. Insofar as a part has to be merely delivered, the Customer shall immediately inspect that part and shall notify Siemens in writing of any Defects without undue delay. Customer’s claims for defects shall be excluded for any apparent defects, if the Customer has failed to do so.

10.4 Unless otherwise agreed, the defects liability period of any part of the Product is 12 months. It starts at the date of transfer of risk.

For replaced or repaired parts of the Product, the defects liability period is 6 months from the date of replacement or repair, if the original defects liability period for the Works expires earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects liability period.

10.5 If software is defective, Siemens shall only be obliged to provide the Customer with an updated version of the software in which the Defect has been remedied when such updated version is reasonably available from Siemens or, if Siemens is only licensee, from Siemens’ licensor. If the software has been modified or individually developed by Siemens, Siemens shall in addition provide the Customer with a workaround or other interim corrective solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer’s business operations would be substantially impeded. 10.6 If Siemens carries out remedial work and it is ultimately not established that there was a Defect, the Customer shall pay Siemens for such remedial work including error diagnosis.

10.7 Any other liability of Siemens and rights and remedies of the Customer in case of Defects in the Product, other than those expressly stipulated in this Clause 10 or, in case Siemens has failed at least three times in remedying the defect, in Clause 16.2 b), shall be excluded. All warranties, representations, conditions, and all other terms of any kind whatsoever implicely by statute or common law are, to the fullest extent permitted by applicable law, excluded from this contract.

THE GUARANTEES AND COMPENSATIONS DESCRIBED ABOVE ARE EXCLUSIVE AND SUBSTITUTE ANY OTHER GUARANTEE OR COMPENSATION OF WRITTEN, VERBAL, IMPLICIT OR LEGAL NATURE. THE SELLER WILL NOT GRANT MORE WARRANTIES NOR MAKE ANY OTHER ADDITIONAL DECLARATION. THE REST OF THE WARRANTIES, BOTH IMPLICIT AND EXPlicit, INCLUDING, AMONGST OTHERS, THE IMPLICIT SALE OR SUITABILITY GUARANTEES FOR A SPECIFIC PURPOSE, ARE DISMISSED BY THE PRESENT WARRANTY.

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