

INNIO Waukesha Gas Engines Inc. Express Limited Warranty – Excess Inventory

1) STANDARD EXPRESS LIMITED WARRANTY (“ELW”)

INNIO Waukesha Gas Engines Inc. (“Waukesha”), warrants that it will repair or replace, AT ITS SOLE ELECTION AND EXPENSE, any Excess Inventory Service Part installed in or in a Waukesha manufactured engine, Enginator*, (“Equipment”) that fails, or is damaged, as the direct result of a defect in material or workmanship. This warranty is made to the direct purchaser and the first end customer being the owner (the “Customer”) until the expiration of the applicable warranty period. Subsequent owners may retain warranty upon notification to INNIO, except that this warranty does not extend to any transferee whose possession of the Product(s) is prohibited by applicable laws.

2) CONDITIONS OF THE ELW

A. WAUKESHA’S RESPONSIBILITIES. Waukesha shall be responsible for Part replacement, at Waukesha’s election and expense, defective Product(s) during the applicable warranty period. In the event that a part is no longer available as a replacement, a refund will be provided at the original purchase price.

B. Customer RESPONSIBILITIES. Customer 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, and/or Iron Hub access to those records including electronically stored engine controls data.
2. If Products do not meet this warranty, Customer shall promptly notify Waukesha or Iron Hub in writing within ten (10) days of becoming aware of a possible warranty claim.
3. All labor and transportation costs

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 overload, over speed, misapplication, overheat, improper storage or accident, owner, operator or third party abuse or neglect, unauthorized modification or repair 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. That is not reported to Iron Hub within ten (10) days of becoming aware of a possible warranty claim; or
 - 3. For which Waukesha did not receive proper drawings, specifications or warranty registration of the Equipment or purchase and installation of the Genuine Waukesha Part(s) from the owner; or
 - 4. Where the allegedly defective Product(s) is/are not made available to Waukesha, Iron Hub; or
- 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. Definitions

Service Part(s): GENUINE WAUKESHA PARTS, assemblies used for repair, maintenance or overhaul of Equipment

B. Warranty Period

Type	Warranty Period expires on the earlier of:
Excess Inventory Service Part(s)	<p>(a) 12 months after the purchase date of the Excess Inventory Service Part</p> <p>An Excess Inventory Service Part(s) used in the repair or replacement under this ELW shall carry the remaining portion of the original respective warranty period.</p>

5) WARRANTY ADMINISTRATION

A. Iron Hub administers 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), must accompany any warranty claim. Contact Iron Hub for assistance with warranty matters or questions. To contact Iron Hub, visit the website <https://theironhub.com>

6) Customer REMEDIES UNDER THIS ELW

This ELW provides the exclusive remedies for all claims based on defect in material or workmanship), 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.

7) GOVERNING LAW AND DISPUTE RESOLUTION

NON-US version This ELW, shall be governed, construed and interpreted in accordance with the laws of England and Wales, without regard to its choice of laws rules, (the "Governing Law"). In the event of any dispute arising out of or in connection with this Contract, such dispute shall be finally settled by arbitration without recourse to common or commercial courts in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC").

US version

a. This ELW will be exclusively governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware (USA) without regard to any conflicts of laws provisions thereof, and all claims relating to or arising out of this ELW, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Delaware, excluding that State's choice-of-law principles. The parties expressly agree that the United Nations Convention on Agreements for the International Sale of Goods executed on April 11th 1980 in Vienna will not apply between them.

b. In the event of any dispute arising out of or in connection with this ELW, such dispute shall be finally settled in the state or federal courts in the State of Wisconsin. Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such action or proceeding brought in these courts and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding is brought in an inconvenient forum.