Manufacturer's 6-Year Limited Generator Warranty

Smart Power Systems (Seller) warrants the original BUYER (whether an OEM, dealer, reseller or end-user) the following warranty covering the Smart Power hydraulic generator system manufactured by Smart Power and supplied by Smart Power. A Smart Power generator system, covered under this warranty, consists of the generator tray assembly and its components, the Command and Control Center digital meter panel display, and the hydraulic drive pump supplied by Smart Power to the installer. Smart Power warrants that the generator system will be free from defects in materials and quality provided such goods are operated and maintained per SPS's written instructions for six (6) years OR 2000 hours from the date the product is shipped, whichever comes first. We extend this warranty to all subsequent owners of the generator during the coverage period.

There is no other express warranty. Implied warranties, including merchantability and fitness for a particular purpose, are limited to warranty periods as set forth above. In no event is Smart Power liable for incidental or consequential damages. Any implied warranties are excluded. Components are covered under this warranty if Smart Power supplies them.

Repair or replacement parts are warranted for ninety (90) days from purchase, excluding labor and travel expenses. Any part repaired or replaced during the warranty period assumes the remainder of the warranty or ninety (90) days, whichever is greater.

The end-user must complete and return to Smart Power the Smart Power warranty registration card provided with the generator set at delivery.

The Buyer (OEM, dealer, reseller, end-user) must notify Smart Power, an authorized dealer, or a designated Smart Power representative, in writing, within fifteen (15) calendar days after the goods or parts fail to meet this warranty or a defect is discovered. When requested in writing by Smart Power, defective products must be returned promptly to Smart Power. Smart Power's sole liability shall be limited to the repair or replacement of the product, including parts and labor, at Smart Power's option, of the parts that do not conform to this warranty. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. Failure to make timely delivery to the Seller of the product claimed to be defective shall void any warranty. Unless previous written agreements have been made between the buyer and the Seller, the buyer shall be responsible for all freight and shipping charges. The connection with the delivery of the product claimed to be defective to Seller at its manufacturing facility, and the delivery of repaired or replacement product or parts to the buyer.

A product claimed to be defective must be shipped by end-user freight prepaid. Returned or replaced product and/or parts will be shipped Buyer freight collect. If the product is repaired under warranty, the associated freight charges will be reimbursed to the buyer.

Smart Power will pay parts costs and reasonable labor expenses up to the maximum time of four (4) hours @ $90/hour associated with the generator's removal, repair, and installation into the customer's equipment. For the first two (2) years of coverage, Smart Power will pay travel time up to two and one-half (2.5) hours @ $90/hour and mileage cost up to one hundred (100) miles at $0.45/mile. If such work is done by a Smart Power System's distributor or other service representative designated by Smart Power.

If Smart Power ultimately determines that no warranty coverage is available for a product claimed to be defective, whether the determination is based on the warranty being voided, the product failure being due to a cause not covered by the warranty. The failure to make a timely and proper warranty claim, or otherwise, the buyer shall have the option of either:

(i) having the product returned to its freight collect, without repair or replacement, or

(ii) if Seller determines that the product is repairable, provide costs of repair to buyer, buyer authorizing to have the product repaired by Seller upon receipt of purchase or returned to Buyer freight collect.

Owner's responsibilities:

The owner is obligated to operate and maintain the generator per the recommendations published by SPS in the owner's manual. The owner is responsible for the costs associated with such maintenance and any adjustments that may be required.

The owner is responsible for payment of the following expenses that might be incurred as a result of a failure under the terms of this warranty:

1. Rental equipment is used to replace the equipment being repaired
2. Telephone or other communication expenses

3. Living and travel expenses for the person making the repair (other than those outlined above)
4. The premium costs overtime labor requested by the owner
5. The cost of airfreight or other extraordinary expenses for shipment of parts over and above premium surface transportation

This warranty excludes any responsibility or liability of Smart Power for:

1. Damages or defects caused by normal wear, accident, misuse, abuse, abnormal operating conditions, negligence, corrosion, accident causes, or attributable to written specifications or instructions furnished by the installer;
2. The product that is not properly maintained per the Seller's product manuals and operating instructions guidelines;
3. Damages caused by operator error;
4. Damages or defects caused by improper installation;
5. Damages or defects caused by inadequate water drainage provided by the installer in the area where the Genset is installed or stored;
6. Damages or defects caused by inadequate airflow space or ventilation provided by the installer in the area where the Genset is installed;
7. Any product or part altered or modified by the installer or service facility without written prior consent by Smart Power;
8. Cost of normal maintenance, adjustments, installation, or start-up;
9. Normal wear items and components needing periodic maintenance, such a rubber hoses and filters;
10. Excessive labor due to components being concealed in the vehicle as a result of the installation;
11. Water, road debris, excessive dirt, salt, abrasive particles, or large foreign objects found in the generator.

Normal wear:

This warranty will not cover repair where normal use has exhausted the life of a part or generator. Generators, like mechanical devices, need period parts replacement and service to perform well. Remember that any generator's service life depends on its care and the conditions under which it has to operate. Some generators operate in extremely dusty or dirty environments. Dirt, dust, and other abrasive materials can cause excessive wear if they enter the generator. Wear resulting from improper installation that allows these materials to enter the generator is not covered under this warranty. When caused by dirt, dust, or other abrasive material that has entered the generator because of improper installation, such wear is not covered by warranty.

THERE IS NO OTHER EXPRESSED WARRANTY.

IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO PERIODS OF WARRANTY SET FORTH ABOVE. TO THE EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED. **NOTE**: Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

IN NO EVENT IS SPS LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. **NOTE:** Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state or province.

No person is authorized to give any other warranties or to assume any other liabilities on SPS's behalf unless made or assumed in writing by an officer of SPS, and no person is authorized to give any warranties or assume any other liability on behalf of the seller unless made or assumed in writing by the seller.

Contact your SPS distributor for questions regarding your warranty rights and responsibilities at (231) 832-5525, or visit our website at www.smartpower.com.

NOTE: This warranty DOES NOT cover the XRT rescue tool pump and its components or the rescue tools. Reference XRT manual for rescue tool pump warranty.



