

WARRANTY CONDITIONS – NEW ENGINES

Power Generation Applications

The new engine warranty conditions as set herein are only applicable to Kirloskar engines as supplied by Kirloskar Engines South Africa (Pty) Ltd

PRODUCT

Kirloskar Engines are subject to the following criteria:

- a) Supplied by Kirloskar Engines South Africa (Pty) Ltd.
- b) Scope of supply as delivered by Kirloskar Engines S.A. (Pty) Ltd to O.E.M or end-user.
- c) Strictly subject to Power Generation applications within the design rating indicated at time of sale.
- d) Approved installation in accordance with manufactures instructions.

OWNERS RESPONSIBILITY

To ensure correct installation, operation and adequate maintenance in terms of the practices prescribed in the manufacturers operations manual.

SCOPE OF WARRANTY

This applies to Kirloskar Engines, optional accessories and equipment fitted by Kirloskar Engines South Africa (Pty) Ltd as supplied per our scope of supply.
Warranty is defined as follows:

- a) **Prime Rated Application:** This warranty is for a period of **12 months or 3000HRS** (Whichever comes first) of operation commensurate from the date of commissioning.
- b) **Standby Rated Application:** This warranty is for a period of **24 months or 500HRS** (Whichever comes first) of operation commensurate from the date of commissioning.
- c) A pre-requisite for this warranty to be validated is the return of a completed warranty registration form to Kirloskar Engines South Africa (Pty) Ltd.
- d) Furthermore a mandatory warranty claim form is to be submitted by the end user for any claims pertaining to the product.

TRANSFER OF WARRANTY

This warranty is non-transferable and applies strictly to the original (purchaser) or end-user. (See Warranty Registration Form)

UNAUTHORIZED REPAIRS

Repairs and adjustments carried out by unauthorized parties and fitment of any parts other than original manufacturer's parts during the warranty period will invalidate this warranty.

LAIBILITY

Liability is limited to the acceptance by Kirloskar Engines South Africa (Pty) Ltd of the claim and reservation of the right to repair or replace the whole engine or the defective parts due to faulty material or poor workmanship. Liability is solely limited to manufacturing defects and poor workmanship.

Furthermore Kirloskar Engines South Africa (Pty) Ltd reserves the right to settle any pending claims within 7 working days of acceptance. Liability for direct or consequential loss or damage whatsoever is expressly excluded.

Limitations and Exclusions

The new engine warranty Limitations and Exclusions as set herein are only applicable to Kirloskar engines as supplied by Kirloskar Engines South Africa (Pty) Ltd

This warranty does not apply to:

1. **To fair wear and tear or to damage due to negligence** or improper handling or incorrect application or incorrect installation by the purchaser, or his employees or agents or in the case of repairs or alterations carried out by the purchaser without our knowledge and written approval.
2. **To reconditioned or second-hand combination sets or Engines.** The Engines will be deemed to have been taken over by the customer upon dispatch from our works, in the case of direct deliveries EX-Factory and from the godowns of our authorized Dealers viz. Distributors and Dealers, in the case of supplies from their stock and this warranty will come into effect from that time.
3. **The cost of maintenance or regular service of the engine.**
4. **Any damage due to idle storage of engine beyond period of 6 months** without treatment of long storage.
5. **Any damage due to use of lubrication oil, fuel quality and grade** not recommended by Kirloskar Engines South Africa (Pty) Ltd.
6. **Any damage resulting from improper shutdown.**
7. **Any failure to meet its obligations hereunder which are due to circumstances beyond its reasonable control** including but not limited to industrial disputes, fire, severe weather conditions, government decisions, material shortage, power or machinery breakdown or failure or war.
8. **Gradual reduction in operating performance commensurate with the age, kilometers covered or operating hours**, including but not limited to, gradual loss of engine compression or gradual increase in oil consumption due to normal operating functions.
9. **We will not be responsible for loss or damage to goods beyond the delivery stated in our tender** and we will repair or replace free of charge goods damaged in transit up to the point of delivery by us, as specified.

This warranty is the only document given by us warranting the Kirloskar HA series engine. No other document giving any warranty terms conflicting these contents shall be considered and entertained.