

COMMERCIAL WARRANTY

SELLERS WARRANTY PERIOD

Unless expressly agreed otherwise by the Purchaser and the Seller, the Seller provides a Product warranty for a period of:

STAND-BY

- for Products in "**back-up**" service (providing cover for the normal electricity grid in the event of sudden interruption of access to the grid or service. "Back-up" service is limited to the time necessary for the restoration of access to the grid or service).

- 30 months from the date the Product leaves the plant
- or 42 months for a KD Series Product from the date it leaves the plant,
- or 24 months from the Product's commissioning date or 36 months for a KD Series Product from its commissioning date,
- or 1,000 running hours.

The warranty expires when the first of the above dates is reached.

PRIME

Products in "**continuous**" service (continuous supply of electricity, either in the absence of any normal electricity grid or to complement the grid),

- 18 months from the date the Product leaves the plant or
- 30 months for a KD Series Product from the date it leaves the plant,
- or 12 months from the Product's commissioning date or 24 months for a KD Series Product from its commissioning date,
- or 2,500 running hours or 8,700 running hours for a KD Series Product.

The warranty expires when the first of the above dates is reached.

REPLACEMENT OR REPLACED PARTS

Replacement or replaced parts are guaranteed for the remainder of the warranty period defined under this clause, without modifying the warranty period of the other parts or components of the Product.

Spare parts are guaranteed for **six months** from their delivery date.

SSPD Generator Warranty

CONDITIONS OF APPLICATION OF WARRANTY

The Seller undertakes to correct any operating defect in the Product sold caused by faulty design, materials or performance (including assembly, if that service is entrusted to it) within the limits of the provisions set out below.

The Seller's obligation does not apply to a defect caused by materials supplied by the Purchaser or by a design imposed by the Purchaser.

The warranty also does not apply to incidents related to fortuitous events or force majeure, nor to any replacements or repairs notably resulting from the normal wear and tear of the Product, deterioration or accidents caused by negligence, lack of supervision or maintenance or the improper use of the equipment.

The warranty will only be granted after assessment of the defective parts and their return to the Seller's workshops or those of its approved agents.

It is the Seller's duty when informed of a defect covered hereunder to correct the defect at its own expense and with all due speed; the Seller reserves the right to modify the Product as necessary in order to meet its obligations.

Under no circumstances does the Seller guarantee or accept responsibility

for any economic losses, namely costs associated with providing a replacement Product during the warranty period; the warranty is limited to the scope of cover set out in this clause.

Parts replaced under warranty shall revert to the ownership of the Seller.

In order to benefit from the warranty the Purchaser must:

- have fully settled the relevant Product invoice(s);
- send a commissioning report to the Seller without delay;
- make sure that the fuel, lubricants, coolants and/or water used are of good quality, are clean and comply with the specifications of the manufacturers;
- keep a maintenance log recording the date, contents and results of tests, visual inspections, ongoing repair work, maintenance work and any comments respecting incidents encountered during operation and use;
- immediately advise the Seller in writing of any defects that it attributes to the Product, including supporting evidence as to their reality. It must give the Seller every opportunity to observe and remedy the defects. Unless expressly agreed otherwise by the Seller, it must also refrain from carrying out repairs itself or from having them carried out by a third party.



Specific and mandatory provisions for sales to consumers

Independently of the commercial warranty set out in Clause IX.1 above, the Seller remains liable for any non-conformities with the goods in the contract and for any latent defects under the conditions set out in Articles 1641 to 1649 of the French Civil Code.

The Seller is required to deliver goods that comply with the contract and is answerable for any existing non-conformities on delivery.

It is also answerable for any non-conformities resulting from packaging, assembly instructions or installation when this is under its direct or indirect responsibility under the contract (L. 211-4 of the French Consumer Code)

To comply with the contract, the goods must:

1. Be suitable for the use customarily expected of similar goods and, if applicable, must:

correspond to the description given by the Seller and have the qualities the Seller presented to the Purchaser in the form of a sample or model;

have the qualities a Purchaser can legitimately expect, considering the public statements made by the Seller, the producer or its representative, particularly in its advertising or labelling;

2. Or present the characteristics mutually defined by the parties or be suitable for any special purpose desired by the Purchaser which has been made known to the Seller and which the Seller has accepted. (L 211- 5 of the French Consumer Code).

An action arising out of any non-conformity must be brought within two years from the date of delivery of the goods (L 211-12 of the French Consumer Code). The Seller is bound by the warranty against hidden defects General Sale Conditions SDMO Industries SAS Page 4 Ref. "GSC_September_2020" - Ind. 2.0 – GSC September 2020 IN-116 Index K in the item sold which make it unsuitable for its intended purpose or which limit said purpose to such an extent that the Purchaser would not have acquired it, or would only have paid a lower price had he been aware of it (Article 1641 of the French Civil Code).

The purchaser must bring action resulting from latent defects within two years of discovering the defect (Article 1648 of the French Civil Code, subparagraph 1).

LIMITATIONS OF LIABILITY

- The Seller may not be held liable for the Product malfunctioning or failing to start when the Purchaser and/or a third party is at fault.
- The Seller is only responsible for proven defects, errors or omissions, committed by its own staff.
- It specifically declines any and all liability regarding any incident notably arising from the installation, commissioning, operation, maintenance or servicing of the Product by a third party.
- The Purchaser waives its right to claim economic and/or indirect damages, such as operating losses.
- The Seller's liability is limited to a capped fixed amount corresponding to the amount of the order net of taxes and not exceeding 2 (two) million euros per event and per year.
- The Purchaser therefore waives any and all remedies beyond the aforesaid exclusions and limitations and undertakes to procure the same waiver of remedies from its insurer and/or a third party to any and all remedies against the Seller and/or its insurer.
- These limitations are not applicable in the event of gross negligence and/or physical injury.
- Any penalties and/or compensation expressly agreed between the Seller and Purchaser shall be one-off damages that discharge liability and are exclusive of any other sanction or indemnification.
- In the event of an incident leading to damage, the Purchaser and the Seller undertake to make every effort to minimise the consequences of the said event.
- When certain levels of performance are expected by the Purchaser concerning the attainment of industrial or economic results, these levels of performance must be expressly stated in the Order and accepted by the Seller.
- In any event, the Seller shall be exempt from all liability in the event of force majeure or of unforeseeable circumstances, such as strike, lock-out, spare parts being out of stock, acts of terrorism, war, epidemic, requisition, fire, flood, accident with machinery, interruption or delay in shipments, etc. In the event of any definitive impossibility, the contract shall be terminated automatically.