

## **Warranty Terms and Conditions**

All goods supplied and works carried out by CooperÖstlund Limited (the "Company") are sold subject to the terms and conditions of the following warranty:

- 1. The Warranty Period shall be the shorter of the following periods:
  - a. 12 months from the date of sale: or
  - b. 8,000 operating hours following installation.
- 2. During the Warranty Period, the Company will make good any defect without charge for labour or materials where:
  - a. the defect is not caused either by misuse, neglect, accident or any modification, alteration, repair or attempted repair (the "Action") except where the Action has been caused or carried out by the Company or by some person working under the Company's explicit written instruction;
  - b. the defect is not a result of fair wear and tear:
  - c. the defect is not a result of poor gas quality;
  - d. the defect is reported to the Company in writing within 1 hour of the defect becoming apparent to the owner of the goods (the "Owner");
  - e. following the reporting of the defect, the Company must be granted access to the Engine as soon as practically possible to examine and if necessary repair or replace parts covered by this warranty.
- 3. Any necessary repairs or maintenance (whether covered by this warranty or not) must be carried out as soon as practical and without further detriment to the Engine. All ancillary parts must be maintained in good order at all times.
- 4. In the event of any dispute between the Owner and the Company as to the nature of the work to be included within this warranty, such dispute shall be resolved by the assessment of an independent engineer to be agreed upon between the Owner and the Company. The fees of such independent engineer shall be borne equally by the Owner and the Company.
- 5. The Company shall not be liable for any loss of earnings, additional costs or consequential losses incurred including loss of revenue arising as a result of any defects that fall under this warranty.
- 6. No variation or modification of these terms shall be valid or binding unless agreed upon in writing by an authorised member of the Company.
- 7. The Owner is responsible for the cost of maintenance items used or replaced during the Warranty repair work including but not limited to; antifreeze, filters, oil and spark plugs, unless explicitly otherwise agreed in writing by the Company.

- 8. During the Warranty Period the Company shall maintain and service the Engine in accordance with the original manufacturer's recommendations, unless explicitly otherwise agreed in writing by the Company. Whether completed by the Company or a third party, the service record will be completed at each service.
- 9. Where new parts or a replacement Engine is supplied under the terms of this warranty this warranty and its associated Warranty Period (commencing on the date of supply of the original parts or engine) shall apply to the replacement parts or engine.
- 10. This warranty is applicable to Engines operated in mainland United Kingdom only.
- 11. Nothing contained within this warranty shall affect the Owner's statutory rights.
- 12. The Owner shall cannot assign the benefit or rights under this warranty to a third party without the Company's explicit written permission. The Company may assign its obligations under this warranty at any time.
- 13. The Company reserves the right to amend these terms and conditions from time to time without prior notification.

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