

1. Warranty Conditions for mobile and stationary Fischer Panda Generators

In relation to the present generator, Fischer Panda GmbH grants the customer a manufacturer's warranty in addition to the warranty claims he may have against the seller.

1.1 Requirements of the Warranty

Important requirements for the warranty to arise:

Technical documentation containing a form for an "application for registration and for the issue of a warranty certificate" is being provided together with the generator itself. This form must be carefully completed and must be received by Fischer Panda GmbH within two weeks following the installation of the generator. This applies to all generators alike. The installation must have been carried out in accordance with the instructions for installation set out in the instruction manual and the health and safety instructions of Fischer Panda GmbH. The prescribed commissioning inspection and the recording of the commissioning protocol must have been carried out, too. The remainder of the inspections must also have been carried out in accordance with the respective provisions and must be recorded in the form.

The user is obliged to check oil levels on a daily basis and to carry out a 'prima facie inspection' in accordance with the instruction manual or the checklist.

1.2 Warranty Period

Fischer Panda GmbH guarantees the faultlessness of the working material and the error-free operation of the generator for a period of time of 24 months commencing on the date of delivery ex works in Paderborn, Germany. The warranty period is limited to 12 months if the generator is being employed for commercial purposes (and not just privately). The limitation period commences on the date of delivery ex works on Fischer Panda GmbH's premises and is limited to a total of 1.000 operating hours. The warranty period for components of the water-cooled electrical asynchronous Panda generator specified in Section 5 of these warranty conditions is hereby extended for a period of time of 5 years. However, this extension of the warranty period is subject to limitations which are detailed in Section 5 of this warranty conditions.

Apart from that, all provisions stipulated by the Fischer Panda GmbH and set out below are legally binding.

1.3 Warranties

Where specific performance [cure of defects] becomes necessary, the customer is, in the sole discretion of Fischer Panda GmbH, obliged to show the generator to a customer service centre individually designated and authorised by Fischer Panda GmbH or to send the generator to Fischer Panda GmbH directly, at his expense respectively.

In the event of an assertion of warranty claims, if the generator is mounted in a vehicle (farm vehicle, watercraft, etc.), Fischer GmbH must first be consulted as to where and how the repairs shall be carried out.

In general, the customer is obliged to bring the vehicle or the generator to the business premises of Fischer Panda GmbH in Paderborn, Germany.

In any event, Fischer Panda GmbH has discretion as to whether the repairs shall be carried out at its place of business or at some other location, using the services of an authorised Fischer Panda GmbH partner. If the customer requires that the mechanic travels to the location where the object in question is situated, the travel costs shall be borne by the customer. This comprises the manpower and other costs of the journey (such as accommodation and per diem allowances).

If in individual cases, warranty-related repairs need to be carried out on-board at the location where the vehicle is situated, the customer must ensure that both the vehicle and the generator can be accessed without difficulties and must cater for reasonable and appropriate working conditions.



This comprises accessibility of the vehicle for work from 7am until 8pm.

The customer may, having obtained the prior consent of Fischer Panda GmbH, dismount defective parts on-site. These must, upon request, be sent free-of-charge to Fischer Panda GmbH or to a different address designated by Fischer Panda GmbH. Following an examination, Fischer Panda GmbH shall, in its sole discretion, replace them on-site or repair them and return them to the customer at his peril and at his expense.

In the event that parts are being replaced, the defective parts become the property of the Fischer Panda GmbH.

Where repairs cannot be carried out by Fischer Panda GmbH on its business premises, the customer must at first advance all costs of the repair. The costs of the defective part including the costs for the least expensive shipping shall be borne by the Fischer Panda GmbH. The travel costs as well as any costs for assembly and disassembly shall be borne by the customer.

The performance of warranty repairs does not entail an extension of the warranty period or a recommencement of the respective limitation period.

1.4 Expiry of the Warranty

The warranty expires if

The customer does not give notice of defects without undue delay;

The customer does not give Fischer Panda GmbH the immediate opportunity to repair defects. (The customer is obliged to cooperate in the context of such specific performance. This comprises that he sends defective parts which he dismantled on his own responsibility to Fischer Panda GmbH at his own expense, or, alternatively, if the aggregate has been installed on-site, to bring the vehicle to Fischer Panda GmbH's premises.);

- The defect can be attributed to an overload or to erroneous instruction manuals;
- The required service and maintenance works have not been performed;
- The monitoring and stop-functions of the generator could not be activated because these systems did not operate because the cable had been removed or damaged, or for any other reason which prevented the operation of said functions; or
- The instructions for the installation have not been heeded.
- The warranty claims equally expire if
- A non-authorized service provider has carried out repairs on the generator or the system assembly; or
- Parts which have not been supplied by Fischer Panda GmbH have been used; or
- Parts which have been modified and not examined by Fischer Panda GmbH have been used; or
- The cooling system of on-site built-in generators does not comply with the requirements set out in the instruction manual; or
- The application for registration and for the issue of a warranty certificate has not been submitted in due course or is incomplete; or
- Temperature-related data contained in test logs deviate from the maximum values specified by Fischer Panda GmbH; or
- In the case of aggregates with a nominal output of 25kVA, if the required acceptance procedure for the installation works has not been carried out by an authorized dealer; or
- Essential instructions contained in the instruction manual have not been heeded.

Further, the warranty claim expires in all cases of force majeure or in times of war.

1.5 Extended Warranty

Extended warranty for Fischer Panda generators – 5 years commencing with the purchase:

The electric part of the generator (stator with windings, generator casing together with sealing Re exposure of all

auriferous parts) is subject to a warranty period of 5 years. This extended warranty comprises any damage and loss suffered by the above-mentioned parts due to the impact of cooling water.

Fischer Panda GmbH will decide in its sole discretion whether these [parts] will be repaired or replaced free-of-charge. All parts must be dismantled and must be sent carriage prepaid to Fischer Panda GmbH.

We hereby expressly exclude damage and loss caused by an overheating of the generator and by components which are defective due to regular wear and tear or due to a breakdown of peripheral aggregate units, water pumps, water supply, automatic stop functions, etc.

Expenses incurred due to labour costs, etc., e.g. for the mounting and dismantling of the aggregates, are only included in this warranty to the extent in which a lump sum has been agreed which reflects the working hours required by an experienced mechanic who has free access to the object at hand.

Further, we hereby expressly exclude damage and loss caused by third parties and an improper compensation or overcompensation with condensers.

Further warranties may be available and can be derived from the extended Fischer Panda warranty package offering.

1.6 Applicable Law and Place of Jurisdiction

If not provided for otherwise in the contract, the place of performance shall be the place of business of the Fischer Panda GmbH. The statutory provisions regarding jurisdiction shall remain unaffected, except where the special provisions below provide otherwise.

These T&Cs are governed by the laws of the Federal Republic of Germany under exclusion of the Vienna Convention on the International Sale of Goods [CISG].

The exclusive place of jurisdiction for disputes arising from contracts with businessmen, bodies corporate or special funds under public law is the competent court of law which has jurisdiction at the place of business of the Fischer Panda GmbH. The Fischer Panda GmbH, however, has the right to bring legal action against the customer at the general place of jurisdiction applicable to the latter.

Fischer Panda GmbH

Otto-Hahn-Str. 40

D-33104 Paderborn

Tel: + 49 (0) 5254-9202-0

Fax: + 49 (0) 5254-9202-550

Mail: info@fischerpanda.de

Web: www.fischerpanda.de



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