

## Warranty of quality Parts

1. MTU warrants to the Buyer under the terms of these Conditions and supplementary to the MTU Conditions of Sale that the Goods supplied are free of defects in material and workmanship at the time of passage of risk to the Buyer. The warranty commences on dispatch of the Goods supplied from the MTU works.

The limitation period for defect claims is 6 (six) months. It shall start from the date of installation by an authorized workshop or the date of direct purchase from an authorized agent by the End User – whichever eventuality occurs the sooner. In all cases the limitation period shall end no later than 12 (twelve) months after delivery by a regional supply depot.

2. For defects as defined by these regulations which are notified by an MTU authorized workshop within the limitation period for defect claims MTU (through the agency of an authorized workshop if necessary) shall at its own choice in respect of the defective parts provide retrospective fulfillment by way of defect rectification at the supplying MTU works, at an authorized workshop or on site, or supply/produce new parts in replacement. The cost of removal and reinstallation of the entire Goods supplied or any incidental costs shall not be paid. Parts replaced shall become the property of MTU.
3. Defect liability claims shall not exist where:
  - a) defects that are obvious or identifiable by straightforward inspection are not reported within 3 days of receipt by the Buyer of the Goods supplied and otherwise immediately on discovery;
  - b) MTU requirements such as for installation, commissioning, operation, maintenance, servicing, repair, inspection and consumables specifications are not observed and defects/damage occur/occurs as a result;
  - c) damage/defects is/are caused by parts from third-party sources or work carried out by persons not authorized in writing by MTU;
  - d) damage/defects is/are based on natural wear and tear, accidents, incorrect use, handling, storage or corrosion-proofing, incorrect installation or modification of the goods supplied without taking account of the MTU specifications.
4. If a complaint is unjustified, the Buyer/Owner shall be obliged to reimburse the costs incurred by MTU, in particular the costs of examination and retrospective fulfillment.
5. MTU shall not reimburse defect-related financial losses – in particular such as but not limited to loss of use or loss of profit – or defect-related consequential losses – in particular such as communication, subsistence, accommodation, overtime and inconvenience costs.
6. For components that have been repaired or replaced, a warranty shall be provided until expiry of the original limitation period for defect claims applicable to Goods supplied.
7. Properties of Goods supplied shall only qualify as agreed specifications if expressly confirmed in writing by MTU. In all other cases the above provisions shall apply by analogy.
8. In the event of explicit contradictions between these Quality Warranty Conditions and the General Conditions of Sale, these Quality Warranty Conditions shall take precedence. The provisions of Clause IX. Paragraphs 5 to 8 of the General Conditions of Sale shall remain applicable in all cases.

MTU Onsite Energy GmbH - Gas Power Systems