Limited Warranty for DuraWatt Air-Cooled Gasoline Generators

This Limited Warranty ("Warranty") is entered into by and between DuraWatt Generators, herein referred to as "DuraWatt" or "Company," and the original end user, herein referred to as "Customer" or "You," of each DuraWatt Air-Cooled Gasoline Generator ("Product") manufactured and sold by DuraWatt. This Warranty sets forth the terms and conditions under which DuraWatt warrants its Products to be free from defects in materials and workmanship and provides remedies for covered claims.

1. Warranty Coverage Terms
DuraWatt warrants that each Product manufactured by the Company is free from defects in materials and workmanship, and will deliver its rated output, at standard temperature and pressure, as indicated on The DuraWatt brand nameplate, if properly installed, serviced, and operated under normal conditions in accordance with DuraWatt's operating instructions. The Warranty coverage terms are as follows:

1.1 Warranty Period: The Warranty period commences from the date of manufacture of the Product, the date of purchase, or upon reaching 500 hours of operation, whichever comes first. The Warranty period shall not exceed one (1) year from the date of manufacture or purchase.

1.2 Coverage of Parts and Labor: For the first six (6) months from the date of purchase or 250 hours of operation, whichever comes first, DuraWatt shall cover parts, labor, including diagnostic labor, removal, and reinstallation.

2. Engine and Replacement Parts Warranty
2.1Engines used in DuraWatt Products are warranted solely by the engine manufacturer. Repairs pertaining to the engine must be performed by an authorized dealer or distributor of that specific engine brand to be covered under their warranty.

2.2 Replacement Parts are warranted by the respective parts manufacturer, except for voltage regulators, fuses, controllers, capacitors, brushes, and switches, which carry no warranty. No labor charges shall be paid on installation of replacement parts.

3. Exclusions from Warranty Coverage
The following items and conditions are specifically excluded from DuraWatt's Warranty coverage:

3.1 Normal wear items, including but not limited to turbochargers, fuel injectors, starter, alternator, and electronic components, as well as normal engine and/or generator end bearings.

3.2 Defects, malfunctions, or failures resulting from improper installation, improper servicing, lack of scheduled or required maintenance service, accidents, abuse, misuse, improper storage, alteration, modification, neglect, or unauthorized repairs.

3.3 Troubleshooting, routine service, tune-ups, replacement of filters, belts, coolant, lubricants, hoses, clamps, exhaust system components, fuel system components, gaskets, and/or seals.

3.4 Electrical items damaged by welding or jump-starting.

3.5 Installation of inverters and automatic transfer switches.

3.6 Damage caused by water ingestion or electrolysis, and damage caused by the ingestion of substances other than clean filtered air, fuel, or intake water, or use of contaminated oil, coolants, or additives.

3.7 Damage caused by faulty repairs performed by a repair facility, or third party (including the purchaser) not authorized in writing by DuraWatt.

3.8 Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.

3.9 Original installation charges and startup costs, as well as removal and re-installation charges exceeding 1/2-hour labor for outside units, and 1-hour for compartment mounted units. The Customer shall be responsible for additional equipment and labor charges due to difficult access, removal, or installation.

3.10 Starting batteries and labor or charges related to battery service.

3.11 Loss of revenue or rental of equipment due to downtime.

3.12 Generator repairs made within the warranty period by other than an authorized DuraWatt service dealer.

3.13 Damage caused by negligent maintenance, such as failure to use the specified type and quantity of lubricating oil, cooling air flow, or failure to provide adequate air intake and/or maintenance of the air intake system. Failure to provide scheduled maintenance as prescribed in supplied manuals.

3.14 Engine fluids such as fuel, oil, and shop supplies such as adhesives, cleaning agents, rags, paint, or other miscellaneous supplies.

3.15 Use of other than factory supplied or approved repair parts or procedures.

3.16 Replacement of a failed DuraWatt component with a non-DuraWatt component, which shall void the DuraWatt warranty on that component and all failures related to that component.

3.17 Fuel injection pumps repaired by anyone other than the engine manufacturer's authorized dealer of that engine.

3.18 Generator sets used in non-commercial, retail rental applications.

3.19 Cleaning, service, or repair of generator sets that have not been kept free of dirt, debris, or other items that prevent the unit from operating properly.

3.20 Any failure, including loss of excitation, due to prolonged storage.

3.21 Any damage attributed to low battery monitoring or automatic generator starting systems.

3.22 Optional accessories, which are warranted solely by the manufacturer of each respective item, including but not limited to block heaters, oil pan heaters, electric cooling fans, air-bag isolators, compartment heaters, fuel tanks, trailers, battery chargers, and battery monitors.

3.23 Charges for any overtime, holiday, or emergency labor requested by the Customer.

3.24 Failures caused by any external cause or act of God, including without limitation, accident, theft, vandalism, collision, riot, acts of terrorism or sabotage, fire, freezing, lightning, earthquake, animals or insects, windstorm, hail, water or flood, tornado, or hurricane.

4. General Conditions
4.1 This Warranty is the sole property of the original owner/purchaser/user of the DuraWatt Generator. A transfer of ownership of the generator shall terminate and void this Warranty.

5. Obtaining Warranty Service
To obtain warranty repairs or service, the Customer must adhere to the following procedures:

5.1 Notify DuraWatt: In the event of any Product failure, the Customer must notify DuraWatt by telephone or email within five (5) business days. The Customer shall provide the generator's serial number and operation hours shown on the generator-mounted hour meter/controller.

5.2 Deliver to Authorized Service Dealer: The Customer shall deliver the Product to an authorized DuraWatt service dealer for inspection and repair.

5.3 Obtain Written Authorization: The service dealer must obtain written authorization and a repair authorization number from DuraWatt prior to performing any repair. Failure to obtain such authorization will result in the denial of the claim by DuraWatt.

6. Dispute Resolution
6.1 Any disputes between the Customer and DuraWatt related to this Warranty shall be resolved exclusively and finally through arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules. The arbitration shall be held at a location within Lake County, Florida.

6.2 By accepting this Warranty, the Customer expressly and knowingly waives the right to litigate disputes through a court.

7. Governing Law
Both the Customer and DuraWatt agree that the laws of the State of Florida shall govern, interpret, and enforce all rights, duties, and obligations arising from or relating in any manner to this Statement of Limited Warranty.

8. Limitation of Liability
8.1 Under no circumstance shall DuraWatt or any of its affiliates, officers, directors, employees, agents, or subcontractors be liable for any special, consequential, incidental, or exemplary damages arising out of or in any way connected with the Products or otherwise, including but not limited to damages for lost profits, loss of goods or associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, downtime, lost data, injury to property, or any damages paid to third parties.

8.2 In no event shall DuraWatt or any of its affiliates be liable for loss, damage, or injury of any kind arising out of or in connection with this Warranty more than the net purchase price of the Products delivered to and paid for by the Customer.

9. Additional Rights
This Limited Warranty provides specific legal rights, and the Customer may have other rights that vary from state to state. Some states may not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Customer.

By accepting this Statement of Limited Warranty, the Customer acknowledges and agrees to be bound by its terms and conditions.

Effective: 1-January-2022