

## WARRANTY CONDITIONS

Warranty provided by: INDOP d.o.o. | Primorska 6a | SI - 3325 Šoštanj (hereinafter referred to as the "Indop")  
Product: CHP units manufactured by Indop

This document is an addition to the General business conditions and terms of INDOP, projektiranje, proizvodnja in trženje industrijske opreme, Slovenia, for CHP systems.

### Indop hereby states that

These Warranty Conditions apply to the Product throughout the warranty period mentioned in the section below which is sold by Indop to its Buyer who purchased the Product directly from Indop. If case the Buyer sells the Product to another Customer under different warranty conditions, this do not bind Indop in any case. Indop shall be liable hereupon only by valid Warranty Conditions as stated in this document to its direct Buyer.

The Product shall during warranty period be free from defects in material and workmanship if it is used in accordance with its purpose and Instructions manuals provided by Indop:

- Instructions for installation, use and maintenance of Indop CHP units,
- Service manuals for Indop CHP units,
- Commissioning manuals for Indop CHP units.

In accordance with Buyer request during warranty period Indop takes on its own expenses all defects and shortcomings of the Product that are causing inappropriate functioning, except Warranty exclusions, latest 90 days after Customer request. Product that won't be repaired in agreed time period will be replaced with a new Product on Customer request.

Indop reserves the right to refuse to perform warranty repair if the safety and health of its service workers is endangered or damage to the customer's property may occur.

### **The warranty hereby is valid only:**

- within the warranty period,
- if all the warranty conditions are met,
- upon original Product invoice issued by Indop,
- if purchasing of original service spare parts from Indop,
- if the warranty claim does not fall under the items mentioned in this document under Warranty exclusions and Warranty does not include.

### Warranty period

Warranty period for Product is twenty-four (24) months or eight thousand (8.000) operational hours, which was achieved earlier, except for biogas Product where warranty period is twelve (12) months or four thousand (4.000) operational hours for entire Product and commence with the date of the Product start-up at the location of installation, and it is limited to maximum twenty-seven (27) months except for biogas Product for which fifteen (15) months shall apply after Indop notice to Buyer that the Product is ready for dispatch.

If the Buyer who purchased the Product directly from Indop sells the Product to another Customer, the warranty period does not change and shall remain intact.

If the Buyer or its Customer does not install the Product on final location within three (3) months after Indop notice to Customer that the Product is ready for dispatch, the Product shall be conserved according to Indop instructions and by an authorized and qualified technician. Buyer bears the conservation costs. In case such conservation is not made in a way described above and upon Indop

instructions the Warranty hereby shall cease effect. In any case conservation of the Product does not extend warranty period.

For approval and activating of warranty, the Product shall be installed and connected to the Customer existing or new installations according to Indop requirements mentioned in Instructions for installation and for the first time started-up out by an authorized and qualified technician. Authorized and qualified technician (hereinafter referred to as the "technician") are trained and approved by Indop. Indop is not responsible for the implementation of the Customer gas, electrical and heat installations that are not within Indop scope of supply.

The Commissioning report attached in the Service book as part of a start-up procedure shall be fulfilled, signed and sent to Indop.

### Warranty territorial area

Warranty hereby is valid exclusively for the Products sold and installed on the territory/state where the Buyer has a registered company's seat. All requests arising out of this warranty territory must be prior agreed in writing with Indop as a condition to apply this Warranty thereupon and to cover any such claims.

### Period of ensuring maintenance

This is the period within Indop guarantees the repair of all defects, supply of spare parts and maintenance of Product. Validity of such period is ten (10) years from the date of purchasing the Product by the Buyer.

### Warranty exclusions

Warranty is excluded in following cases:

- If there exists any open due payment to Indop in relation to the Product issue.
- If the Product is not used according to its purpose and attached Instructions manuals, valid at the time of purchase (incorrect and inadequate handling, operation, servicing and similar).
- If the Product was not installed according to the Instructions for installation, use and maintenance of Indop CHP unit provided by Indop.
- If the Product was not started-up according to the Commissioning manuals for Indop CHP units provided by Indop.
- If the Product in case it is not installed on the final location within 3 months after Indop notice to Buyer that the Product is ready for dispatch is not conserved according to Indop instructions and by technician or if it is agreed otherwise.
- If the conservation instructions mentioned in the Instructions for installation, use and maintenance of Indop CHP units are not observed, when applicable.
- If any defect/damage on the Product is not immediately reported to Indop (no later than 5 days from the occurrence onwards).
- If commissioning, maintenance, and any repair of Product is not performed by technician.
- If not performing prescribed service interventions prescribed by Indop or engine manufacturer maintenance plan and if the service interval exceeds hundred (100) hours over service interval operational hours.

- If non-original spare and wearing parts are implemented in the Product.
- If Product parts are modified in a way not approved in written by Indop.
- If modified parts with no written approval by Indop are installed into Product.
- If the Product was damaged due to force majeure influence (indirect or direct lightning, electrical shock or surge, fire or natural disaster or any other cause of higher force and similar).
- Any inappropriate microclimate conditions of the area in which the Product is installed (temperature, humidity, air amount and quality, dust and similar) according to the Indop requirements.
- Any external influences that negatively affect the operation of the Product.
- If the Product power rate is overloaded.
- If the Product operates on lower electrical power than nominal longer as specified in Instruction for installation, use and maintenance of Indop CHP units.
- If the Product operates beyond the prescribed operating parameters specified in Instructions manuals logged from the IRMS or performed measurements by technician.
- Any influences from the electrical network:
  - overvoltage,
  - excessive fluctuation of voltage,
  - high voltage of flickers,
  - harmonic distortions of the electrical network.
- Any damages caused on the Product by corrosion, chemical, electrochemical, and electrical influences from sources outside the Product.
- Any damages caused on the Product by impurities in the secondary water circuit (magnetite, metal parts and similar).
- Any damages on the Product related to low oil level, low coolant mixture pressure or high pressure in the Product primary and Customer secondary circle.
- If lubricants, oil and cooling liquid not prescribed by Indop are used.
- If inappropriate and inadequate quality fuel is used according to Indop Instructions for installation, use and maintenance of Indop CHP unit and other possible documentation.
- Any unauthorized encroachment of the Product software.
- If the Product exceeds the maximum permissible number of starts which are specified in Instructions for installation, use and maintenance of Indop CHP unit.
- If the Product has been subject of misuse or accident caused by Customer or any third person.
- Any kind of physical connecting inside the Product was done without written approval of Indop.
- Any faulty, negligent treatment, alterations on the Product done by unauthorized personnel.

Indop reserves the right to charge Buyer for the entire costs of service call and intervention including but not limited to any spare parts (according to valid price list) should the Customer's service call includes any of the above defined instance and inspects the Products prior to any action taken for an exchange or replacement. Indop is not liable for any consequential loss or loss of use during the entire 90-day period while the warranty claim for the Product is open and active.

#### **Warranty does not include**

- Any on-site installation works on the Product and on-site installation works in connection with the Product specified in above mentioned Instructions manuals.
- Any other performance of special tasks, activities, works and related costs that are not strictly related to the warranty repair of the Product itself such as:
  - obtaining some special permits to perform all necessary works,

- re-visit of some inspectors, professional associates of institutions, companies, etc.,
- arrangement of any transport device needed to transport the Product or individual components into the building and out of the building (forklift, crane, etc.),
- performance of certain building reconstructions (demolition of walls, etc.),
- involving some third parties presence at repair and all other things that are not strictly related to the CHP unit repair.
- Normal wear and tear parts and fluids:
  - Spark plugs.
  - Air filters on the Product.
  - Engine Oil filter.
  - Catalyst.
  - Batteries.
  - Cooling liquid and Oil Flexible hoses.
  - Bearings.
  - Gaskets.
  - Thermal isolations.
  - Fuses.
  - Screw materials (screws, nuts, washers, etc.).
  - Fastening materials (clamps, ties).
  - Additional materials (adhesives, pastes, sprays, cloths).
  - Oil.
  - Cooling liquid.
- Components mentioned below have the warranty valid for one (1) year if the cause of the damage is not their wear or tear:
  - Compensators.
  - Lambda probe.
  - Genset Shock absorbers.
  - Hatch Gas springs.
- Product electrical and thermal power, heat output, electrical, thermal and overall efficiency, performance and gas consumptions guaranteed by Indop when the Product is not installed according to Indop requests and if all the required conditions prescribed by Indop are not fulfilled.
- Any Products efficiency or performance deviations or an economic return that falls behind the expectations (financial loss due to the loss of Product electricity and heat production or other financial loss).
- Everything else that's not written in the Indop Instructions manuals and concern the Product.

#### **Warranty procedure**

The warranty procedure for Buyer which at the same time is an Indop service partner the procedure described in the contract "Servicing agreement" between Indop and the Buyer is applicable.

In cases where the Warranty procedure is not specified in the contract or by any other agreement, the procedure described below is applicable:

- 1.) Buyer or its authorized person shall send through Indop Client portal (Customer support) a Product warranty claim. Indop Client portal is available on Indop homepage ([www.indop.eu](http://www.indop.eu)) or Indop online aftersales portal. Only in special cases (Service partner) the Warranty claim could be sent directly to Indop aftersales technician E-Mail.  
*Warranty claim shall include all relevant information's:*
  - Completely filled and signed form OB IND PP-002EN Minutes of customer warranty claim. Product malfunctioning problem shall be described and defined very precisely
  - All relevant pictures.Reporting Product failures over the phone is not possible and such claims will not be considered.

In case Buyer (Service partner) who purchased the Product directly from Indop resells the Product to another Customer, shall send a Product warranty claim deriving from the such Customer to Indop on his own behalf.

- 2.) After receipt of the Warranty claim, the Buyer will be informed latest within three (3) working days about further procedure. This can imply some additional requested information's.

All inadequate or incomplete claims will be rejected.

In the case of Buyer lack of knowledge or capability to provide Indop with full Product malfunctioning information's, Buyer has a right for free of charge Product diagnostics at Indop headquarters on his own logistics costs.

Buyer also has a right for on-site Product diagnostics. Before appointing technician to the Product location, Buyer will receive an offer for on-site diagnostics costs which shall be confirmed in written by a Buyer and will be executed/charged only in the case of warranty claim rejection by Indop based on diagnostic results and report. On-site diagnostic costs cannot exceed 8 working hours of Indop technician. The offer also includes other related costs of visiting the Product location, such as accommodation, airline tickets, parking fee, etc.

- 3.) In the case of on-site diagnostics, Indop appoints technician to the Product location where Buyer authorized person shall be present. Buyer is responsible to arrange access to the Product location. In the case that access to the Product location is not possible and technician cannot perform full diagnostics under normal and prescribed working conditions, technician is not obliged to perform inspection and diagnostic of the Product and Buyer shall cover the costs of the unsuccessful and subsequent visits. On-site diagnostic works when successfully performed shall be confirmed and signed by both parties.
- 4.) Indop reserves a right to send full diagnostic report to the Buyer latest within three (3) working days after diagnostic has been performed. Diagnostic report will include confirmation or rejection of warranty claim. In the case of rejection, Indop is

entitled to send an invoice for performed diagnostics and other costs to the Buyer. At the same time, Indop can provide based on Buyer request the Product repair offer. Offer shall be confirmed in written by a Buyer before appointing technician to the Product location.

- 5.) If the cause of Product failure can be solved at the site during diagnostic work and technician holds enough funds i.e. time, tools, manpower, spare parts etc., repairing of the Product can be performed immediately. If the warranty claim is accepted Indop covers the repair costs, in the case if the warranty claim is rejected Buyer covers repair costs which shall be confirmed in written by Buyer authorized person before execution of work. If in this case the Buyer rejected to confirm the repair costs, the technician leaves the Product location without performing the repair and hand over the matter to the competent department in Indop.
- 6.) If the warranty is approved, Indop Quality and Aftersales department organize the Product repair. If the warranty claim is rejected Buyer will get an offer with repair costs which shall be confirmed in written by Buyer before execution of work or sending material. In case of new Buyer or Buyer with financial issues Indop request prepayment. Warranty repair work is performed based on Indop instructions. After performed work technician and Buyer signs the document "Work report" with which both parties guarantee to Indop that the repair has been performed correctly.

Repairs performed by no authorized personnel by Indop as well as misleading and fraudulent warranty claims leads to immediate termination of Product warranty.

#### **Service out of warranty period**

After Product warranty expiration, please contact Indop for the offer for original spare parts and professional performance of the maintenance works. Indop guarantee to Buyer one (1) year warranty for the works performed and sold materials. The Buyer can also conclude a maintenance contract with Indop or its Service partner.

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Indop retains the right to revise this Warranty conditions upon and is obliged to inform the Buyer about the changes made.