

Parts Warranty

Warranty

Doosan Infracore Portable Power, through its distributor, warrants that parts manufactured by it will be as specified and will be free from defects in material and workmanship. The Company's liability under this warranty shall be limited to the repair or replacement of any part which was defective at the time of shipment provided Purchaser notifies the Company of any such defect promptly upon discovery, but in no event later than six (6) months from the date of shipment of such part by the Company.

The Company F.O.B point of shipment shall make repairs and replacements. The Company shall not be responsible for costs of transportation, removal, or installation.

Warranties applicable to material and equipment supplied by the Company but wholly manufactured by others, shall be limited to the warranties extended to the Company by the manufacturer, which can be conveyed to the Purchaser.

This warranty does not apply to failures occurring as a result of abuse, misuse, negligent repairs, corrosion, erosion, and normal wear and tear, alterations, or modifications made to the part without express written consent of Doosan Infracore Portable Power.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

The remedies of the user set forth under the provisions of warranty outlined above are exclusive and the total liability of Doosan Infracore Portable Power; or its distributor with respect to this sale; or the equipment and service furnished here under, in connection with the performance of breach thereof, or from the sale, delivery, installation, repair or technical direction covered by or furnished under this sale, whether based on contract warranty, negligence, indemnity, strict liability or otherwise shall not exceed the purchase price of the unit of equipment upon which such liability is based. Doosan Infracore Portable Power and its distributor shall in no event be liable to the user, any successors in interest, or any beneficiary of assignee relating to this sale for any consequential, incidental, indirect, special, or punitive damages arising out of this sale; or any breach upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the equipment, loss of use power system, cost of purchase of replacement power; or claims or user or customer of the user for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.