

TOROMONT CAT POWER SYSTEMS

Standard Warranty

For Electric Power Generation, Industrial & Marine Equipment



Effective with sales to the first user on or after May 16th, 2019

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Toromont Cat, a division of Toromont Industries Ltd. ("**Toromont Cat**"), warrants that Equipment will be free from defects in material and workmanship subject to the terms and conditions of this warranty, unless otherwise stated by Toromont Cat in writing at the time of purchase. "**Equipment**" means controls, switchgear, generator sets and related accessories manufactured by Toromont Cat that are installed and normally operated in its Territory. "**Territory**" means the provinces of Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, and Nunavut.

THE FOREGOING EXPRESS WARRANTY DOES NOT APPLY TO ANY PRODUCT SOLD BY TOROMONT CAT THAT IS NOT MANUFACTURED BY TOROMONT CAT OR THAT IS WARRANTED BY ITS MANUFACTURER INCLUDING, WITHOUT LIMITATION, ANY PRODUCT MANUFACTURED AND/OR WARRANTED BY CATERPILLAR INC.

WARRANTY PERIOD

- For Equipment requiring commissioning by Toromont Cat, the warranty period is 12 months from the date the Equipment is put "in service". The Equipment is deemed to be "**in service**" on the earlier of:
 - (i) the date the Equipment is commissioned and put into operation; or
 - (ii) a maximum of 6 months after shipping of the Equipment from Toromont Cat's facilities.
- For Equipment not requiring commissioning by Toromont Cat, the warranty period is 12 months from the date the Equipment is shipped from Toromont Cat's facilities.

TOROMONT CAT RESPONSIBILITIES

If a defect in Toromont Cat material or workmanship is found during the warranty period, Toromont Cat will, within the Territory, during normal working hours and at a place of business of Toromont Cat or authorized dealer:

- Repair the defect, provide new, remanufactured or Toromont Cat approved repaired parts as needed to correct the defect at the discretion of Toromont Cat.
- Provide reasonable and customary labour as needed to correct the defect.
- Provide travel time and mileage for a round trip of up to a maximum of 4 hours to investigate the complaint or to perform a repair or replacement under this warranty if, in the opinion of Toromont Cat, the Equipment cannot reasonably be transported to a Toromont Cat facility (travel time and mileage in excess of 4 hours round trip and any meals, lodging, etc. is the user's responsibility).
- Replace lubricating oil, filters, coolant and other consumables made unusable by the defect.

USER RESPONSIBILITIES

The user is responsible for:

- Use, operation and maintenance of Equipment in accordance with Toromont Cat recommendations, including use of proper fuel, oil, lubricants and coolant.
- Items replaced due to normal wear and tear.
- Parts shipping charges in excess of those that are usual and customary.
- Costs for labour (except as stated under "Toromont Cat Responsibilities") including, without limitation, costs for labour performed after normal working hours as requested by the user.
- Costs for travel labour and mileage (except as stated under "Toromont Cat Responsibilities").
- Transporting the Equipment or apparatus in which the Equipment is installed.
- Disconnecting and reconnecting generator sets, engines, or transmissions to attached Equipment or mounting and support systems.
- Disassembling and reassembling the apparatus in which the Equipment is installed.
- Float charges to and from the jobsite and loaner or rental machines.
- Costs to investigate complaints, unless the problem is caused by a defect in Toromont Cat material or workmanship.
- Giving timely notice of a warrantable defect and promptly making the Equipment available for repair at the nearest Toromont Cat facility.
- Allowing Toromont Cat to access electronically stored data.
- Local taxes, if applicable.

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WARRANTY EXCLUSIONS AND LIMITATIONS

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Toromont Cat is not responsible for:

- Normal wear and tear and normal corrosion.
- Improvement of the equipment's condition.
- Any equipment, parts, or components that are warranted by their respective manufacturer, including, without limitation, Caterpillar Inc. equipment, parts, or components.
- Defects not caused by Toromont Cat.
- Damages due to power failures or acts of God.
- Failures resulting from any use or installation which Toromont Cat judges improper.
- Failures resulting from attachments, accessory items or parts not sold by Toromont Cat.
- Failures resulting from misuse, abuse, improper repair and/or maintenance, accident, negligence, fire, vandalism, collision, use of the Equipment beyond its rated capacities or failure due to the Equipment being altered in any manner.
- Failures resulting from user's delay in making the product available after being notified or made aware of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments or unauthorized fuel setting changes.

New, remanufactured or Toromont Cat approved repaired parts or assembled components provided under the terms and conditions of this warranty are warranted for the remainder of the warranty period applicable to the Equipment in which installed as if such parts were original components of that Equipment, subject to the warranty exclusions and limitations. Items replaced under this warranty become the property of Toromont Cat.

Modifications and alterations not approved by Toromont Cat will render this warranty void. This warranty will be deemed void if payment for the purchase of the Equipment is in default and the Equipment is "in service".

This warranty may be transferred from the purchaser of the Equipment to the end user and to a subsequent end user during the warranty period, within the Territory, provided the application of the warranted Equipment remains the same.

THIS WARRANTY DOES NOT APPLY TO EQUIPMENT INSTALLED OR NORMALLY OPERATED OUTSIDE THE TERRITORY. TOROMONT CAT WILL PERFORM ITS RESPONSIBILITIES UNDER THIS WARRANTY SOLELY WITHIN THE TERRITORY.

THE WARRANTY PERIOD DOES NOT RENEW AFTER A WARRANTY REPAIR IS COMPLETED; EVERGREEN WARRANTY IS SPECIFICALLY EXCLUDED.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, AND CONDITIONS, EXPRESSED OR IMPLIED, WHETHER STATUTORY, OR ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOUR AS SPECIFIED HEREIN. IN NO EVENT WILL TOROMONT CAT OR CATERPILLAR INC. BE LIABLE FOR ANY AGGRAVATED, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS OF REVENUE OR ANTICIPATED REVENUE, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST PRODUCTION, HOWSOEVER ARISING, WHETHER THROUGH CONTRACT, WARRANTY, NEGLIGENCE, EQUITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE SUSTAINED IN THE PERFORMANCE, PURPORTED PERFORMANCE, OR NON-PERFORMANCE OF THIS WARRANTY AND/OR THE PERFORMANCE OF THE EQUIPMENT, PARTS, OR COMPONENTS AND REGARDLESS OF WHETHER OR NOT TOROMONT CAT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO REPRESENTATION, STATEMENT OR COURSE OF DEALINGS IS DEEMED TO ALTER THE TERMS HEREOF. TOROMONT CAT EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF EQUIPMENT OR THE PROVISION OF SERVICES RELATING TO THE EQUIPMENT.

THIS WARRANTY IS OFFERED BY TOROMONT CAT EXCLUSIVELY AND IS NOT BINDING ON CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES.

TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LOCAL LAW, THIS WARRANTY AND ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY ("DISPUTES") SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN, EXCLUDING CONFLICTS OF LAW PRINCIPLES AND EXCLUDING THE CONVENTION FOR THE INTERNATIONAL SALE OF GOODS. THE COURTS LOCATED IN ONTARIO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES. IF ANY PROVISION OF THIS WARRANTY IS UNLAWFUL, VOID OR UNENFORCEABLE, THAT PROVISION SHALL BE DEEMED SEVERABLE AND SHALL NOT AFFECT ANY REMAINING PROVISIONS. IF THERE IS ANY INCONSISTENCY BETWEEN THE ENGLISH AND OTHER VERSIONS OF THIS WARRANTY, THE ENGLISH VERSION SHALL PREVAIL.