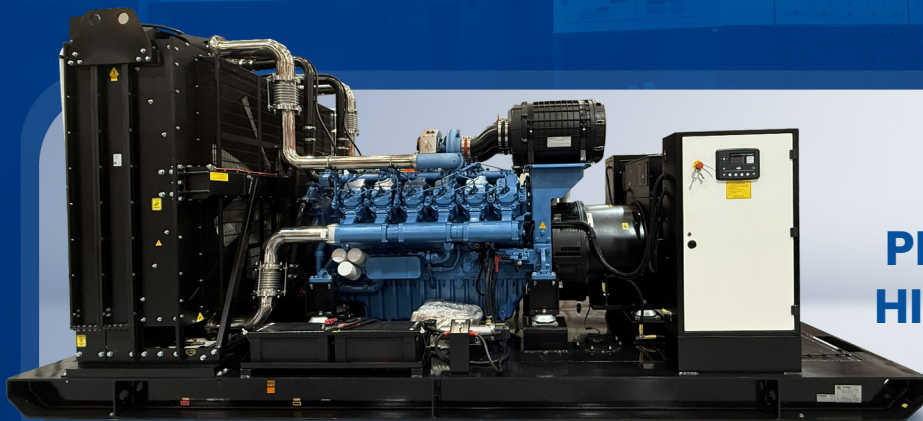




MANUFACTURER'S WARRANTY STATEMENT



**EQUIPMENT
PREPARED FOR
HIGH DEMANDS**

**CHOOSE YOUR
PERFECT POWER
SOLUTION**



CONTENT

1. GENERAL WARRANTY CONDITIONS	3
2. WARRANTY PERIOD	3
2.1 Generator sets	3
2.2 Automatic transfer switch and synchronizing panel	4
2.3 Voltage transformers, isolation transformer, medium voltage cell, UPS, voltage stabilizer, electrical cables, bus duct and electrical switchboards	4
2.4 Lighting towers	4
3.WARRANTY EXTENSION	5
3.1 Generator sets – Applies only to distributors	5
3.2 Generator sets – Applies to Dealers or End Users	5
3.3 Voltage transformers, isolation transformers, medium voltage cells, UPS, voltage stabilizers, electrical cables, bus ducts, automatic transfer switchboards, synchronizing panel, lighting towers, solar panels and electrical switchboards	5
3.4 Components with limited warranty periods and exempt from warranty extensions	5
4. INITIAL REQUIREMENTS FOR WARRANTY ACTIVATION	5
5. RESPONSIBILITIES OF MODAPOWERS, DISTRIBUTOR OR DEALER AND END USER	6
5.1 MODAPOWERS's responsibility	6
5.2 Responsibilities of the Distributor and Dealer	6
5.3 End user responsibilities	7
6. REASONS FOR LOSS OF WARRANTY	8
6.1 Generator Sets	8
6.2 For voltage transformers, isolation transformer, medium voltage cells, UPS, voltage stabilizers, electrical cables, bus duct, automatic transfer switchboards, synchronizing panel, electrical switchboards and lighting towers	9
7.TERMS AND CONDITIONS OF THE WARRANTY	9
8.WARRANTY REQUEST	10
8.1 Response time	11
9. GLOSSARY OF TERMS	11

WARRANTY POLICY

The purpose of this document is to establish the warranty policy and its scope, as well as to indicate the responsibilities of the manufacturer, distributor, dealer and end user.

1. GENERAL WARRANTY CONDITIONS

Motores Diesel Andinos S.A. agrees to repair any malfunction resulting from a defect in the design, materials or manufacturing of all equipment marketed under the MODAPOWERS brand, including the installation of such equipment (if this operation has been entrusted to the designated party).

MODAPOWERS's commitment shall not apply in the event that the failure is due to materials supplied by the distributor or dealer.

All warranty claims are excluded for incidents caused by unforeseeable circumstances or force majeure such as fire, looting, vandalism, accidents, natural disasters, extreme weather conditions, unauthorized repairs (due to normal wear and tear of materials), damage caused by mishandling, manipulation, improper use, accidents resulting from negligence, lack of supervision or maintenance, improper use and use of unauthorized materials or supplies.

The warranty does not cover and/or assume any type of charges such as equipment rentals, towing, transportation of equipment or its parts, payment for travel time, telephone calls, loss of profits, damage to third parties, loss of personal property, utilities, costs for claim investigations or other expenses not inherent to failures.

2. WARRANTY PERIOD

Motores Diesel Andinos S.A. guarantees its products to the first user against defects in materials or workmanship, depending on the power configuration used.

2.1 Generator sets

In accordance with the international standard ISO 8528-1, generator sets are classified according to their operating regime which is essential for establishing technical and commercial criteria in the warranty policy.

- Continuous Base (Continuous Power): Main power source at a constant load roughly equivalent to about 70% of prime power or as indicated by the manufacturer. Does not allow overloads.
- Prime Base (Intermittent Prime Power): Energy available at variable load with an average power usage not exceeding 70% of the prime power of the specific generator set in 24 hours of operation. Overload permitted up to 110% of prime power for 1 hour every 12 hours of operation.
- Standby (Emergency or reserve): Power is available in the event of a mains power failure for up to a maximum number of hours per year as specified by the manufacturer. In this mode, the equipment can supply its maximum power of approximately 10% in addition to the prime power or as specified by the manufacturer. In this mode, the average power usage is approximately 70% of the standby power in 24 hours of operation. The use of 100% of standby power must not exceed the recommended average operating time that modifies the suggested average power either in consecutive hours or according to the manufacturer's specifications. It does not support overloads.

A summary of the warranty period in months or hours. Whichever comes first. The warranty is different depending on engine configuration for each generator set sold by MODAPOWERR.

MANUFACTURER	STANDBY (*)	PRIME (*)	RESTRICTION	START OF WARRANTY
BAUDOUIN	36 months / 600 h	12 months / 2400 hours	STDBY usage 200 h/year	COMMISSIONING
HYUNDAI	36 months / 600 h	12 months / 2400 hours	STDBY usage 200 h/year	COMMISSIONING
FPT	24 months / 800 h	12 months / 2400 hours	STDBY usage 400 h/year	COMMISSIONING
mitsubishi	24 months / 1000 h	12 months / 2400 hours	STDBY usage 500 h/year	COMMISSIONING
HATZ	24 months / 1000 h	12 months / 2000 hours	STDBY usage 500 h/year	COMMISSIONING
PERKINS	24 months / 1000 h	12 months / 2400 hours	STDBY usage 200 h/year	COMMISSIONING
VOLVO PENTA	24 months / 1000 h	12 months / 2400 hours	STDBY usage 500 h/year	COMMISSIONING

(*) Note: The warranty period varies depending on the operating regime and manufacturer. This period covers each generator set configuration against product failures, either in months or hours of operation. Whichever comes first.

2.2 Automatic transfer switch and synchronizing panel

For any power and voltage level.

- A 1-year warranty is provided from the date of shipment.
- If requested with a generator set, the panel will assume the warranty period according to the power rating of the generator set.

2.3 Voltage transformers, isolation transformer, medium voltage cell, UPS, voltage stabilizer, electrical cables, bus duct and electrical switchboards

For any power and voltage level.

- A 1-year warranty is provided from the date of shipment.

2.4 Lighting towers

For any power rating.

- A warranty of 12 months or 1000 hours of operation is provided from the date of shipment.

3. WARRANTY EXTENSION

3.1 Generator sets – Applies only to distributors

- When long-term storage is anticipated, a warranty extension of up to 6 months will be provided. The distributor must inform MODAPOW by sending the equipment serial numbers to the after-sales department before the grace period expires. It should be noted that the grace period provided by MODAPOW for storage is 3 months.
- The distributor must follow the instructions of each manufacturer for both the engine and the alternator. In addition, each distributor will be provided with a summary table of activities suggested by MODAPOW.
- The generator sets must be started manually every two (2) months in order to release tension within the internal components, in accordance with the manufacturer's manual.
- As soon as it is verified that the equipment has been in storage for a period equal to 6 months, the oil filter, fuel filters, and engine oil (multigrade 15W40) must be changed before putting the equipment into service. The corresponding documentation must be sent to the after-sales department for equipment warranty purposes.
- In any case, the warranty for the new generator set will expire unavoidably after 30 months for Standby classification and 18 months for Prime/Continuous classification after the date of dispatch from the factory only for equipment declared to be in storage with the appropriate documentation being provided.
- For generator sets that are not declared in storage, the warranty period for the new generator set will be considered as Standby mode.

3.2 Generator sets – Applies to Dealers or End Users

- MODAPOW allows a grace period of three (3) months for commissioning, starting from the date of dispatch from the factory, after which the warranty on the shipped equipment is automatically activated.

3.3 Voltage transformers, isolation transformers, medium voltage cells, UPS, voltage stabilizers, electrical cables, bus ducts, automatic transfer switchboards, synchronizing panel, lighting towers, solar panels and electrical switchboards

- Several types of warranty extensions are offered, and their applicability shall depend on each specific project awarded, location and installation conditions.

3.4 Components with limited warranty periods and exempt from warranty extensions

- Generator batteries: Only one (1) year from the date of manufacture.
- Generator filters: Only six (6) months from factory dispatch.

4. INITIAL REQUIREMENTS FOR WARRANTY ACTIVATION

- To activate the warranty the distributor must register technical information on the modapower.com.pe platform that supports the commissioning process of the equipment delivered to the end user. Review the instructions in the Warranty Activation section of the annexes (see Annex 11).
- For the dealer and end user: If the start-up has been carried out by MODAPOW, the warranty will be activated at the end of the start-up and the corresponding registration will be managed by the after-sales staff. Otherwise, the warranty will be activated from the date of shipment of the product and the registration will also be managed by the after-sales team.

5. RESPONSIBILITIES OF MODAPOWER, DISTRIBUTOR OR DEALER AND END USER

5.1 MODAPOWER's responsibility

If a manufacturing or material defect is discovered during the warranty period, MODAPOWER will do the following:

- Provide (at the discretion of the manufacturer and MODAPOWER) new, remanufactured, or repaired parts approved by MODAPOWER, or the assembled components necessary to correct the defect.
- Note: New or remanufactured replacement parts approved by MODAPOWER and provided under the terms of this warranty are covered for the remainder of the warranty period applicable to the equipment. Components replaced under this warranty become the property of MODAPOWER.
- During the warranty period, MODAPOWER is limited to repairing or replacing at its own discretion, any part that has defects in the material or workmanship.
- Maintain a stock of high-turnover spare parts for warranty service in accordance with the equipment sold.
- Warranty replacement parts will be sent out via the next scheduled shipment. The shipment of components by courier will incur an additional cost. Applicable only to spare parts manufactured by MODAPOWER.
- Provide reasonable and customary labor necessary to correct the defect in line with the standard of workmanship. Provide free and paid one year training plans to the distributor to choose under their discretion.
- Provide backup information on schematics, measurements, and components for equipment that is 5 years old.
- MODAPOWER is not responsible for the disposal of damaged components (scrap) under warranty.
- Promotion of the modapower.com.pe platform for managing warranty claims that may be registered by the distributor, dealer or end user.

5.2 Responsibilities of the Distributor and Dealer

Distributors and dealers are responsible for the following:

- Reviewing all information shared via the QR code. The literature shared helps to clarify any doubts regarding the maintenance of components during the storage and use of the equipment and or generator set.
- When activating the warranty for each piece of equipment delivered to the end user, the distributor must include the necessary documentation on the modapower.com.pe platform, demonstrating that the equipment is operational without any issues.
- Carry out the commissioning of the equipment sold by MODAPOWER and provide evidence of the process.
- Submit a warranty claim with the corresponding supporting documentation, based on an evaluation report issued by the distributor's technical department. As well as providing form FC-29-07 during the warranty claim. This form serves as a summarized and administrative function useful for managing the replacement of spare parts or payments, if applicable.
- In the event of a change in the operating regime due to necessity, this must be reported to the after sales department for the recalculation of the warranty period in months and hours, if applicable. These changes are only possible with prior approval and technical evaluation. It is not automatic or retroactive.

- Ensure the use of original spare parts.
- Advise the end user on the installation, maintenance, operation of our equipment and show documentation of the corresponding training after commissioning.
- Review and train the end user on the coverage, initial conditions, limitations and commitment to the warranty policy differentiated by engine brand (see Annex 03).
- All after-sales business, including the sale of spare parts and services, will be handled directly by the engine manufacturer's representatives in each country, as well as by distributors and/or dealers, depending on the customers' location.
- Distributors will assume the cost of shipping, freight, insurance, and customs clearance of components or spare parts sent under warranty, except for emergency services. Note: An emergency is considered as a machine that is out of service due to the failure of a spare part manufactured by MODAPOWERR.
- Keep a stock of spare parts, as suggested by the after sales department in order to respond quickly to warranty claims from end users.
- If there is no representative of the engine brand (Dealer) in the destination country, the distributor must carry out the inspections, repairs, and assembly of all spare parts covered by the Warranty, and MODAPOWERR will compensate the distributor for the net labor and replacement costs involved. MODAPOWERR reserves the right to limit the number of repair service hours in accordance with the Repair Time Guide (Annex 2), which serves as non-exclusive reference material.
- The distributor is obligated to ensure that its personnel provide product support through specialized technicians who are properly trained and equipped to correctly diagnose and repair MODAPOWERR products. (Annex 5 – Bulletin PV N003-2024) (Annex 6 – Bulletin PV N004-2024). Consider having remote support from the after sales technical personnel to answer technical inquiries and provide guidance on how to resolve operational problems that may arise during operation (technical assistance).
- The distributor and/or dealer is required to keep defective parts resulting from claims in stock for a period of 6 months only for HD Hyundai, Stamford, and DSE brands. Consult with the engine brand representative in your respective countries regarding the handling of these parts. The distributor retains these spare parts after this period, except for components that are requested to be destroyed prior to this deadline.
- The distributor must report any changes made to the equipment.
- If the following information has not been provided in the initial request made by the after sales team, the distributor will bear the costs of preparing reports and/or compiling additional documentation for warranty claims.

5.3 End user responsibilities

The user is responsible for the following:

- Submitting a warranty claim with the corresponding supporting documentation, based on an evaluation report that specifies the failure.
- Reviewing the complete information shared via the QR code. The shared literature helps clarify doubts regarding the maintenance of components during the storage and use of the equipment and/or generator set.
- Reporting the need to change from Standby to Prime mode in order to recalculate the new warranty period in months and hours. Mode changes are not automatic or retroactive.
- Immediately report any equipment malfunction in order to assess the reported condition and determine a viable solution starting with remote assistance and if necessary, on-site service.

- When the assessment of an equipment failure does not constitute a warranty claim, the user shall bear the resulting costs.
- Install, operate and maintain our equipment as indicated by the manufacturer in the operation, installation and maintenance manual.
- Ensure that the initial start-up is carried out by a representative authorized by MODAPOWERS, its dealers, or distributors.
- Make the equipment available for repair as soon as any malfunction is detected.
- Assume the labor costs, except those indicated in the section "MODAPOWERS's Responsibility" including costs additional to those necessary for the Disconnection of the product, assemblies, support systems, and their subsequent reconnection.
- Assume the costs of transportation/shipping and other charges associated with the replacement of spare parts.
- Assume other related costs, including but not limited to non-regular courier services, transfers, transportation, tolls, accommodation, taxes, etc. except those mentioned in the section "MODAPOWERS's Responsibility."
- Assume local taxes when applicable.
- Perform the required maintenance (including any consumables required) and replacement of parts required due to normal wear and tear.

6. REASONS FOR LOSS OF WARRANTY

6.1 Generator Sets

- Existence of outstanding debt related to the equipment for which a warranty claim is being requested.
- Failure to carry out the warranty activation the warranty within a maximum period of 30 days on the platform, Warranty Activation (see Annex 11). If the equipment fails after this period, the warranty claim cannot be evaluated until the corresponding warranty activation record has been corrected.
- Altering the internal configuration of the generator set without prior notification to MODAPOWERS's After-Sales Department, when such alteration is determined to be the cause of the reported failure.
- If no response is received from the distributor/end customer within 30 days of the claim being filed and 15 days after the last inquiry by the after sales department assisting in the evaluation of the claim, the warranty request will be rejected. If necessary, the claim must be reopened through a claim made by the end user, dealer or distributor. This exception may be executed once per claim.
- Failures resulting from any improper use, installation, maintenance, or handling by the user that is considered to have been incorrect under the discretion of MODAPOWERS's after sales department.
- Failures resulting from the use of accessories, accessory elements and parts that MODAPOWERS does not sell or approve. This also includes the use of alternative (non-original) spare parts.
- Repairs, modifications or adjustments of any kind in workshops and by personnel not authorized by the manufacturer of the generator set parts or MODAPOWERS.
- Partial or total disassembly of any of its parts without authorization from the manufacturer or MODAPOWERS.
- Keeping the equipment stored for more than six (6) months without following the recommendations indicated in MODAPOWERS' or the manufacturer's manuals.

- Damage to the motor as a result of operating at less than 40% load or without complying with the requirements described at the beginning of this document.
- Damage to the electrical or electronic system as a result of a short circuit, operation in corrosive environments near the coast, except for equipment requested for this type of environment.
- Damage to the metal structure or paintwork as a result of operation in a corrosive environment or near the coast, except for equipment requested for this type of environment (equipment made of fiber and aluminum).
- Operating the generator set while exposed to the elements.
- Installing or operating standard equipment in environmental conditions that require a higher level of protection than the IP standard of the electrical component.
- Operation of the equipment at an altitude higher than that specified by the manufacturer without regulation of the injection system that can only be authorized by MODAPOWERR.
- Premature wear due to continuous operation exceeding load factors for the DIESEL engine in the power definitions CONTINUOUS, PRIME and STANDBY.

6.2 For voltage transformers, isolation transformer, medium voltage cells, UPS, voltage stabilizers, electrical cables, bus duct, automatic transfer switchboards, synchronizing panel, electrical switchboards and lighting towers.

- Failure due to manipulation, transport, and/or improper use of the equipment by the user or third parties that are not authorized by our company resulting in physical damage of the equipment.
- Failure is due to poor installation, improper connections, or short circuits caused by factors unrelated to the manufacturing of the equipment.
- Modification of the operating conditions of the equipment offered.
- In the event that repairs are carried out on our materials by persons not belonging to our company and also when it is established that the assembly was carried out incorrectly, without taking into account the appropriate instructions or normal maintenance.
- Installing or operating standard equipment in environmental conditions that require a higher IP protection level than that considered in the product being offered.

7. TERMS AND CONDITIONS OF THE WARRANTY

MODAPOWERR reserves the right to modify the devices and/or material to fulfill its obligations. The work resulting from the enforcement of the warranty will be carried out in principle at the distributor's and/or dealer's workshops.

Any parts delivered before the warranty is accepted will be invoiced according to the current price list. When the warranty is determined, a credit note will be issued for the amount of spare parts delivered. As a second option, at the customers discretion, the spare part will be replaced.

For foreign distributors, all warranties related to the following brands: Cummins, Kubota, Hatz, Isuzu, Mitsubishi, Volvo, and Perkins, must be handled directly by the local distributor in the country or region where they are located, with the exception of the engine family. (Appendix 7 – Brand Representative Contact Details – Dealer)

You can request the contact information and details for each dealer from MODAPOWERR's after sales department.

Send an email to the contact in your country including the serial number of the engine or controller and

describing the problem. For proper follow-up you must copy: aftersales@modapower.com

If there is no local distributor in the country of operation, MODAPOWERR will provide coverage through its distributor. This also applies to the following equipment:

- Voltage transformers
- Isolation transformer
- Medium voltage cells
- UPS
- Voltage stabilizers
- Electrical cables
- Bus duct
- Automatic transfer switch and synchronizing panel
- Electrical panels (power and reactive compensation, distribution, and control)
- Lighting towers

8. WARRANTY REQUEST

- The end user, dealer, or distributor will have a username and password for the modapower.com.pe platform.
- Prior to filing a warranty claim, the distributor must have registered the warranty activation for the corresponding equipment within the period established counting from the start-up of the equipment.
- The end user, dealer or distributor must register their claim through the platform, providing the information requested on the form. Additionally, they must attach the report in the appropriate format: Report Template (see Annex 12). This report is intended to support the registered warranty claim, ensuring a more agile and accurate evaluation process by compiling all the variables of the failure mode from the outset. Attach the FC-29-07 claim form summarizing the event and request.
- Once the warranty claim has been registered it will be assigned an “Open” status which indicates that it has been received by the after sales department and is being analyzed by the corresponding team.
- The MODAPOWERR After-Sales department will verify whether the claim is within the warranty period or hours established according to the type of equipment. If the claim does not meet these criteria the request will be rejected and its status will automatically change from “Open” to “Rejected.”
- If the request is within the established period, whether in days or hours, the staff will review the initial information shared for evaluation. During this process, the status of the request will change to “Processing.” During this stage, the MODAPOWERR after sales department may request for information that can add value to the warranty claim being assessed.
- Finally, once the claim has been reviewed with all the evidence shared for each case, the warranty claim status will be changed to “Reviewed.” Under this status, the end customer, dealer, or distributor will be informed of their claim’s status. The user will receive an email within the established response period to be notified if this warranty claim applies or does not apply, according to the evaluation.

Documents to be attached when submitting a warranty claim

- Preventive maintenance history in case of engine failures and storage equal to or greater than six (6)

months at the end user's, dealer's or distributor's facilities.

- Failure mode assessment.

A. Condition assessment in case of functional failures such as checking the status of electrical components (sensors, actuators and wiring) and electronic components (module).

B. Failure Analysis in the event of machine failures, identifying deterioration of a mechanical component that involves the product design.

For voltage and insulation transformers, medium voltage cells, UPS, bus duct

- Technical report from dealer or distributor.
- Acceptance and compliance certificate.
- SAT test protocol if installation is carried out by the customer.

For voltage stabilizers, electrical cables, automatic transfer switches, synchronizers, electrical switchboards, and lighting towers.

- Technical report from dealer or distributor.
- Acceptance and compliance certificate.

8.1 Response time

Once the warranty claim has been registered on the platform, it will change to “**Open**” status, during which it may be accepted or rejected within 1 to 3 business days. If the claim is accepted, its status will change to “**Processing**”, a phase in which the situation will be analyzed and the corresponding actions will be defined, with an estimated response time of 7 to 12 business days from opening of the claim. Finally, in the stage called “**Reviewed**”, it will be shown whether or not the warranty claim applies, and a message will be sent to the end user, dealer or distributor.

9. GLOSSARY OF TERMS

A. Commissioning: Properly documented start-up process, a minimum requirement necessary for the activation of the MODAPOWEE generator set warranty.

B. Invoice: Includes all types of repairs, labor and purchase of spare parts authorized by MODAPOWEE's after sales personnel.

C. Credit note: Applicable to claims whose root cause is the omission of a specific component that was specified during the purchase process.

D. Extreme weather conditions: Unusual phenomena.

E. Dealer: Representative of the motor brand in the country where the distributor operates

NOTE: MODAPOWEE RESERVES THE RIGHT TO UPDATE THE POLICY SHOWN

CHANGELOG REV 3 2024 / REV 4 2025

1. General Warranty Conditions

- REV4 retains the content of REV3 but improves the wording and formatting.
- Spacing and minor punctuation adjustments have been added for clarity.

2. Warranty Period

2.2. Generator sets

- REV4 incorporates ISO 8528-1 as the technical basis for classifying operating modes.
- The generic description of “Base Load/Prime/Continuous” and “Stand By” is replaced by more detailed definitions.
- A table is included by manufacturer with details of: Warranty hours and months per regime.
- Specific restrictions (e.g., maximum annual use in standby mode).

2.2 to 2.3

- No relevant changes to content.

2.3 Lighting towers: New in REV4: 12-month or 1000-hour warranty included for lighting towers.

3. Warranty Extension

3.1. Distributors

- It is specified that the grace period for storage is 3 months.
- It is clarified that the warranty extension up to 6 months must be requested before the grace period expires.

3.2 Dealer or End User

- The wording has been adjusted to indicate that the warranty is activated by default after commissioning.

3.3 The scope is expanded to include solar panels and lighting towers.

4. Initial Conditions for Activating the Warranty

- REV4 introduces the mandatory use of the modapower.com.pe platform to register commissioning.
- Instructions are provided in Annex 11 to guide the process.

5. Responsibilities

5.1 MODAPOWER

- Added:
 - Promotion of the modapower.com.pe platform.
 - Annual training with a choice of free or paid courses.

5.2 Distributor and Dealer

- New responsibilities:
 - Use of QR code to access technical literature.
 - Mandatory registration at modapower.com.pe.

- Mandatory technical report for claims.
- Change of operating regime must be requested and approved (not automatic or retroactive).
- Remote technical assistance from MODAPOWERS.
- Brands with defective parts to be kept in stock are updated: HD Hyundai, Stamford and DSE.

5.3 End user

New responsibilities:

- Mandatory technical report for claims.
- Request for change of operating regime.
- Immediate notification of failures.
- Acceptance of costs if the fault is not covered by warranty.

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