

AMERICAN POWER GROUP, INC. COMMERCIAL WARRANTY

American Power Group, Inc. “APG” warrants the components and controls of their patented APG natural gas/diesel dual fuel control system to be free from gas leaks, defects in material and/or workmanship for a period of one year from the date of the APG authorized startup. APG shall replace or repair, at their option, any product or parts, which after review or examination by APG, shall be deemed defective. The purchaser shall contact APG prior to returning any products or parts for replacement. All shipping costs related to the return of products or parts for replacement shall be prepaid by the returning party.

APG warrants for one year against any damage to the installed engine caused by the failure of APG supplied products and parts. APG is not responsible for any consequential damages. APG, at its option, for engines retrofitted solely by APG Staff Technicians and/or APG Certified Technicians, will repair any engine damaged by the APG Dual Fuel System after having an opportunity to inspect the engine as it is dismantled. If necessary, cause of damage may be determined by a mutually accepted neutral third party. This warranty shall be void if the OEM engine or the APG Dual Fuel System has been altered or modified in any manner from the original specifications.

APG warrants that for engines in good working order, dual fuel shall operate within engine manufacturer’s specifications for safety, operating temperatures and all maintenance requirements.

APG does not warrant efficient dual fuel engine performance if after the date of the initial installation and startup, an engine receives service maintenance by others, which changes the engine’s operating and/or load specifications from initial startup. APG specifically makes no warranty with respect to accidental or deliberate damages resulting from: improper installation by non-certified APG technicians, engine misuse, design specifications that could alter the standard engine protection/safety strategy, abuse, improper maintenance, over saturated fuel or fuel contamination, acts of God, vandalism and all and any conditions not related to the APG Dual Fuel System. This warranty is expressly in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.