

WARRANTY

FOR DIESEL ENGINE WARRANTY REFER TO JOHN DEERE MANUAL

Morse Industrial Equipment warrants that this generator unit conforms to applicable drawings and specifications approved in writing by Morse. The unit assembly will be free from defects in material and workmanship for a period of one (1) year from the date of initial operation or thirty (30) months from the date of shipment, whichever period first expires. All other components and parts of Morse manufacture, will be free from defects in material and workmanship for a period of one (1) year from the date of initial operation or eighteen (18) months from the date of shipment, whichever period first expires. If within such period Morse receives from the Buyer written notice of alleged defect in or nonconformance of the unit, all other components and parts of Morse manufacture and if in the judgment of Morse these items do not conform or are found to be defective in material of workmanship, Morse will at its option either, (a) furnish a Service Representative to correct defective workmanship, or (b) upon return of the item F.O.B. Morse original shipping point, repair or replace the item or issue credit for the replacement item ordered by Buyer, (Defective material must be returned within thirty (30) days of return shipping instructions from Morse. Failure to do so within specified time will result in forfeiture of claim), or (c) refund the full purchase price for the item without interest. Factory installed compressor units will also include warranty on installation for a period of one (1) year. This warranty does not cover damage caused by accident, misuse or negligence. If the generator or compressor unit is disassembled the warranty is void. Morse's sole responsibility and Buyer's exclusive remedy hereunder is limited to such repair, replacement, or repayment of the purchase price. Parts not of Morse manufacture are warranted only to the extent that they are warranted by the original manufacture. Morse shall have no responsibility for any cost or expense incurred by Buyer from inability of Morse to repair under said warranty when such inability is beyond the control of Morse or caused solely by Buyer.

There are no other warranties, express, statutory or implied, including those of merchantability and of fitness of purpose; nor any affirmation of fact or representation which extends beyond the description of the face hereof.

This warranty shall be void and Morse shall have no responsibility to repair, replace, or repay the purchase price of defective or damaged parts or components resulting directly or indirectly from the use of repair or replacement parts not of Morse manufacture or approved by Morse or from Buyer's failure to store, install, maintain, and operate the equipment according to the recommendations contained in the Operating and Parts Manual and good engineering practice. The total responsibility of Morse for claims, losses, liabilities or damages, whether in contract or tort, arising out of or related to its products shall not exceed the purchase price. In no event shall Morse be liable for any special, indirect, incidental or consequential damages of any charter, including, but not limited to, loss of use of productive facilities or equipment, loss of profits, property damage, expenses incurred in reliance on the performance of Morse, or lost production, whether suffered by Buyer or any third party.

Morse Industrial Equipment

Phone: 647-393-1212

PO Box 1517

Fax: 905-824-9406

Antigonish Nova Scotia B2G 2L8

www.morseindustrial.ca

SUMMARY OF MAIN WARRANTY PROVISIONS

As claims, policies and procedure are governed by the terms of the Morse Industrial Equipment warranty, it is necessary to outline some of the more important provisions.

The Morse warranty applies only to new and unused products which, after shipment from the factory, have not been altered, changed, repaired or mistreated in any manner whatsoever. Normal maintenance items such as lubricants and filters are not warrantable items.

Parts not of Morse manufacture are warranted only to the extent they are warranted by the original manufacturer.

Damage resulting from abuse, neglect, misapplication or overloading of a machine, accessory or part is not covered under warranty.

Deterioration or wear occasioned by chemical and/or abrasive action or excessive heat shall not constitute defects.

Parts replacement and/or correction of defective workmanship will normally be handled by Morse or their authorized distributor.

Failure to file a detailed warranty claim/service report for each occurrence of material defect of defective workmanship will cause warranty claim to be rejected.

Defective material must be returned within 30 days of receipt of shipping instructions. Failure to do so within specified time will result in forfeiture of claim.

The distributor is responsible for the initial investigation and write up of the warranty claim.

Distributor shall be allowed no more than 30 days from date of repair to file a warranty claim/service report.

Warranty for failure of Morse replacement parts covers the net cost of the part only, not labor and mileage.

The Morse warranty does not cover diagnostic calls and travel. That is time spent traveling to the machine to analyze the problem and returning with the proper tools and parts to correct the problem.

Morse will deduct from allowable credits for excess freight caused by sender failing to follow return shipping instructions.

Distributors or end-users automatically deducting the value of a warranty claim from outstanding balances due and payable to Morse prior to receiving written notification of Morse approval of the warranty claim may be subject to forfeiture of the entire claim.

WARRANTY INTRODUCTION

The warranty policy and procedures outlined here within are detailed to provide the claimant with the information necessary when filing a warranty claim, and enabling Morse the ability to best serve it's customers.

WARRANTY CLAIMS - GENERAL

An approved claim depends on the following provision:

1. A warranty claim/service report # must be issued by Morse. (See filing procedures).
2. Failed part must be returned within 30 days, freight prepaid, with receipt of warranty claim/service report.
3. Part is definitely defective.
4. Workmanship is definitely defective.
5. Machine is within warranty period.
6. Machine has been operating within design conditions.

Claims made by customers must be verified by distributor prior to contacting Morse.

WARRANTY CLAIMS - FILING PROCEDURES

1. Initiate through purchase order for warranty part or request for credit.
2. Warranty Claims/Service Report will accompany replacement part. When returning failed part to the factory for warranty credit, fill out all information requested on Warranty Claims/Service Report when it is returned to you with replacement part.
3. Morse will confirm disposition of failed part within 30 days, and or request additional information.
4. Claim acceptance or denial will result in release of a credit or confirmation letter of denial.
5. Morse will consider each claim on it's own merit and reserves the right to accept or reject claim request. In case of air-ends, these will be returned to the manufacturer for their analysis/input.
6. Send Warranty Claim/Service Report request to:

**Morse Industrial Equipment
6990 Cordingley Crescent
Mississauga ONTARIO L5N 4Z4**

**Phone: 647-393-1212
Fax: 905-824-9406
www.morseindustrial.ca**

WARRANTY CLAIMS - PREPARATION OF PART RETURN

Parts returned to the factory must be properly packaged to prevent damage during shipment. Damage to a part as a result of improper handling or packing could be cause for claims disallowance of credit. When addressing the package for shipment, the following information must be on the outside of or tagged clearly to package.

1. Return Goods Authorization number.
2. Distributor or end-users return address.
3. Correct factory address.
4. Warranty Claim/Service Report number.
5. Number of packages pertaining to each claim.

NOTE: Our warranty requires that all defective parts be returned to Morse freight prepaid. Items sent without RGA number will not be accepted.

DAMAGE IN TRANSIT

Do not return damaged merchandise to Morse Industrial, Inc. please follow claim procedure.

1. Loss in transit:

All equipment is tested prior to shipping from our facility. Regardless of the care taken at the factory, there is a possibility that damage may occur in shipment. For this reason, it is recommended that the unit be carefully inspected for evidence of possible damage or malfunction during the first few hours of operation. Responsibility for the safe delivery of the equipment was assumed by the carrier at the time of shipment. Therefore, claims for loss or damage to the equipment should be made upon the carrier.

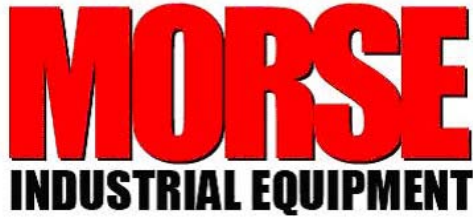
2. Concealed loss or damage:

Concealed loss or damage means loss or damage which does not become apparent until the equipment is unpacked or ran by the end-user. The equipment may be damaged due to rough handling while in route to its destination, even though the unit shows no external damage. When the damage is discovered upon unpacking, make a written request for inspection by the carrier agent within fifteen days of delivery date. Then file a claim with the carrier since such damage is the carrier's responsibility.

By following these instructions carefully, we guarantee our full support of your claims, to protect you against loss from concealed damage.

3. Visible Loss or Damage

Any external evidence of loss or damage must be noted on the Freight Bill or Express Receipt, and signed by the carrier's agent. Failure to adequately describe such external evidence of loss, or damage may result in the carrier refusing to honor a damage claim. The carrier will supply the form required to file such a claim.



MORSE INDUSTRIAL EQUIPMENT WARRANTY REGISTRATION

Fax Transmission

To: Warranty Department Fax: (905)824-9406
 From: _____ Date: _____
 Re: Product Registration Pages: _____

End User Information: (Required for Warranty Activation)

Name: _____ Phone: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Contact: _____ E-mail Address: _____

Distributor Information: (Required for Warranty Activation)

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Contact: _____ E-mail Address: _____

Product Information: (Required for Warranty Activation)

Model No.: _____ Serial No.: _____
 Date Product Delivered: _____ Compressor Serial No.:* _____
 Date Product in Service: _____

* if units equipped with compressor option

ONE REGISTRATION FORM PER UNIT

Registration form must be mailed or faxed within 15 days of customer installation.

Mail to:
 Morse Industrial Equipment
 Warranty Department
 6990 Cordingley Crescent
 Mississauga, Ontario L 5N 4Z4

Phone: 647-393-1212
 Fax: 905-824-9406