

ECHO INCORPORATED
STANDARD LIMITED WARRANTY
DIESEL ENGINE POWERED
MOBILE LIGHT TOWER
SOLD IN THE USA AND CANADA

RESPONSIBILITY OF ECHO INCORPORATED

ECHO® Incorporated, for itself and all subsidiary, parent or related companies (collectively, "ECHO"), warrants its new equipment manufactured and sold worldwide, to be free, under normal use and service, of any defects in manufacturing or materials for one (1) year or 3000 hrs commencing on the date on which such equipment is invoiced to the original purchaser or the date on which such equipment is first put into service, whichever occurs first; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1)(i), (1)(ii) and (2) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears to Seller, upon inspection, to have been defective in material or workmanship. Such parts shall be provided at no cost to Buyer, FOB Seller's parts facility. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this limited product warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) other than genuine OEM Seller parts are used in the equipment. Accessories, assemblies and components included in the Seller equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts including, without limitation, friction plates, glass, clutch and brake linings, filters, wire rope and paint, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

No employee or representative is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever, or any liability for direct, indirect incidental, or consequential damages. Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure was due to improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by Seller.

Parts Warranty: Seller warrants the parts ordered from Seller's parts department to be free of defect in materials or workmanship for a period of 90 days after whichever one of the following occurs first: (i) the date on which such part is invoiced to the original purchaser, (ii) the date on which such part is first put into service or (iii) the balance of the remaining new equipment warranty. With respect to parts ordered from Seller's parts department which are no longer covered under this limited product warranty because of lapse of time or usage, Seller warrants such parts to be free of defect in materials or workmanship for one (1) year after such parts are shipped from the factory. **NO TRANSFERABILITY OF WARRANTY:** This warranty is limited to the original Buyer or original end-user if sold to a distributor and is not assignable or otherwise transferable without the written agreement of Seller.

KUBOTA® ENGINES ARE NOT COVERED BY THIS LIMITED WARRANTY AND ARE WARRANTED AND CONDITIONED SEPARATELY BY THE MANUFACTURER OF THE ENGINE.

ECHO agrees only to repair or replace, **using new or remanufactured parts**, at the sole discretion of ECHO, any defective Product (or part thereof) free of charge at any authorized servicing dealer for Product, subject to the below Warranty Time Periods, limitations and exclusions. **THIS LIMITED WARRANTY IS ONLY APPLICABLE TO A PRODUCT SOLD BY ECHO DIRECTLY OR SOLD BY AN AUTHORIZED DEALER, AND IS GIVEN TO THE FIRST RETAIL SALE OF PRODUCT ONLY, AND IS NOT TRANSFERABLE TO ANY SUBSEQUENT OWNER OF PRODUCT.** Any Product replaced under this Limited Warranty becomes the property of ECHO. This Limited Warranty may only be modified by express written permission of ECHO.

RESPONSIBILITY OF FIRST RETAIL PURCHASER OF PRODUCT

It is the responsibility of the first retail purchaser of Product to maintain the receipt of original purchase including date, model and serial number of Product, which must be presented to an authorized servicing dealer for Product for any repair under this Limited Warranty. Proof of purchase is the sole responsibility of the first retail purchaser. The first retail purchaser of Product shall demonstrate reasonable care and use of Product, and follow preventative maintenance, storage and fuel and oil usage recommendations for Product as prescribed in the Operator's Manual for Product. Should a malfunction, defect, failure, problem

or difficulty in the operation of Product occur within the applicable below Warranty Time Periods, repairs covered by this Limited Warranty must be performed by an authorized servicing dealer for Product. It is the responsibility of the first retail purchaser of Product to contact the authorized servicing dealer for Product for repair under this Limited Warranty.

PRODUCT WARRANTY TIME PERIODS

Product will be covered by this Limited Warranty for the below Warranty Time Periods as measured from the date of sale of Product to the first retail purchaser.

Warranty Time Periods from Date of Purchase	Description	Applicable Components
1 Year or 3,000 Hours of Operation, whichever occurs first	Main Alternators Only	Rotor, Exciter Rotor, Stator, Exciter Stator
	Generator Circuitry Only	Printed Circuit Board, Reactor, Rectifier, Thyristor and related components
	All Other Parts (except those subject to normal wear and tear as described below)	Ground Circuit Breaker, Main Breakers, Switches, Sensors, Frames, External & Control Panels, and related components
	Trailer, Fuel tanks & fuel lines	Trailer, Fuel tanks & fuel lines supplied by ECHO Incorporated. Refer to page 2 for additional trailer limitations and exclusions.
Kubota®. 2 Years or 2,000 Hours of Operation, whichever occurs first Refer to the engine manufacturer's website for warranty details	Engine assembly & related components	Engine internal & external parts provided by engine manufacturer

PARTS AND ACCESSORIES

Parts and accessories for Product sold outside of the applicable Warranty Time Period are covered under this Limited Warranty for a period of 90 days from date of purchase. Certain parts and accessories, which wear out and regularly require replacement during routine maintenance, such as, but not limited to, fuel, fuses, bulbs, engine fluids, belts, filters, hoses, lubricants and batteries, are not covered under this Limited Warranty unless failure was due to a defect in material or workmanship.

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS, MALFUNCTIONS, FAILURES, PROBLEMS OR DIFFICULTIES IN OPERATION OF PRODUCT OR DAMAGE TO PRODUCT DUE TO, CAUSED BY OR RESULTING FROM:

- Operation above or below the ambient temperature limits specified in the Operator's Manual;
- Dirt, pressure or steam-cleaning, salt water, corrosion, rust, varnish, abrasives or moisture;
- Abuse, misuse, neglect, modification, alteration, normal wear and tear, improper servicing or use of unauthorized replacement parts or attachments;
- Incorrect storage procedures or failure to provide or perform required maintenance (including preventative maintenance) as prescribed in the Operator's Manual for Product;
- Improper set-up, connection, use or installation or pre-delivery service or repair service by anyone other than an authorized servicing dealer for that Product;
- Parts which may wear out under reasonable use or which may require replacement in connection with normal operation, including without limitation, fuel, lubricants, batteries, fuses, filters, belts, hoses, bulbs and engine fluids;
- Damage from rodents, insect infestations, theft or violence;
- Force majeure, including natural disasters, fires, floods, freezing, lightening, accidents, and the like;
- Additional damage to parts or components due to continued use of Product after malfunction, failure, defect, difficulty or problem in operation of Product occurs.

Costs for removal and or reinstallation of Product, such as for cranes, hoists, lifts, transport, travel and living expenses for workers of the first retail purchaser or authorized servicing dealer or the standard labor or overtime charges thereof are not covered under this limited warranty.

Should any malfunction, problem, failure, difficulty or defect in operation of Product occur, Product should not be used, and an authorized servicing dealer for Product should be contacted.

THE FOLLOWING ARE LIMITATIONS AND EXCLUSIONS OF THE TRAILER WARRANTY:

LIMITATIONS:

- Components, which are considered wear items, include but are not limited to: steel deck surfaces, bearings, seals and races, and brake friction surfaces. These items must be inspected, maintained and replaced by owner as outlined in the maintenance section of the Trailer Operator's Manual.
- Races, bearings, and seals are covered for 120 days from the date of purchase.
- Component parts supplied by third party manufacturers, such as winches, lights, couplers, actuators, brakes, tongue jacks, springs, tires and wheels, and accessory batteries and battery storage boxes for electric brakes are covered at the component manufacturer's discretion.
- Pre-Authorization is required for all trailer warranty work.

EXCLUSIONS:

- The warranty will not cover damage caused by overloading the trailer beyond stated capacities, improper adjustment of the trailer or the use of weight distribution hitches in conjunction with hydraulic surge brakes.
- Due to the highly corrosive conditions a trailer is exposed to, rust formation is not covered.
- Loss of time, inconvenience, towing charges, travel expenses, lodging, telephone, gas, loss or damages are not covered.
- ECHO Incorporated shall not be liable for any incidental or consequential damages for breach of this or any other warranty expressed or implied.
- The warranty does not cover costs of repairing damage caused by poor or improper maintenance.
- The warranty does not cover alteration of the trailer, or failure of trailer components caused by such alteration.
- The following items are not covered: alignment, paint and/or finish and normal wear and tear.

DISCLAIMER OF IMPLIED WARRANTIES/CONDITIONS AND LIMITATION OF LIABILITY

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR THE ENGINE MANUFACTURER'S WARRANTY) OR CONDITIONS, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR WARRANTY OR CONDITION OF MERCHANTABILITY. THE ECHO DISTRIBUTOR/DEALER HAS NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF ECHO OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

THE SOLE RESPONSIBILITY AND LIABILITY OF ECHO INCURRED AS A RESULT OF THE SALE AND/OR USE OF PRODUCT, AND THE EXCLUSIVE REMEDY AGAINST ECHO UNDER ANY WARRANTY OR CONDITION, SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT THE SOLE DISCRETION OF ECHO, OF PRODUCT (OR ANY DEFECTIVE PART THEREOF) IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF THIS LIMITED WARRANTY. THIS LIMITATION OF REMEDY IS INTENDED BY ECHO AND THE FIRST RETAIL PURCHASER AND ALL CLAIMING BY, THROUGH OR UNDER THE FIRST RETAIL PURCHASER TO SURVIVE EVEN IF THE REMEDY IS CLAIMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ECHO AND THE AFFILIATES, OWNERS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF ECHO, SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, FAILURE TO MEET SALES CONTRACTS, OR LOSS OF BUSINESS OR OPPORTUNITIES.

Some U.S. states and Canadian provinces and territories do not allow limitations on how long a warranty or condition lasts, so the limitations herein may not apply. Some U.S. states do not allow the exclusion or limitation of incidental, exemplary, indirect, punitive or consequential damages, so there may also be other specific legal rights which vary among jurisdictions.

ECHO INCORPORATED
400 Oakwood Road
Lake Zurich, IL 60047
Phone: (800) 432-ECHO
E-Mail: ipe@echo-usa.com

To locate the nearest authorized servicing dealer, please visit the ECHO website at: www.echo-usa.com/industrial-power

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