



ZENORO ESSENTIAL MARINE GENERATOR SETS FOR SUPERYACHTS

WARRANTY POLICY

REGISTRATION

The warranty registration supplied with the Essential Marine Generators is to be completed and returned to NPS Driven B.V., also trading under the name Zenoro, (hereinafter referred to as 'Zenoro') within thirty (30) days of purchase.

WARRANTY

In order to apply for any warranty it is mandatory for the customer to (i) subject each Essential Marine Generator to a Harbor Acceptance Test (HAT) or Site Acceptance Test and, among other things, perform a sea trial reading or measurement and (ii) immediately thereafter handover the results to Zenoro. The specific requirements of any HAT or SAT are laid down in a separate document and shall be made available to the customer by Zenoro.

Subject to the limitations in this policy, Zenoro warrants that during the warranty period its Essential Marine Generators are free from defects or nonconformity in materials and workmanship appearing under normal use, and have the capacity stated in written specifications.

Should Zenoro receive written notice of any defect or nonconformity in materials or workmanship in a covered generator component, which appears under normal use during the warranty period, Zenoro will repair or replace the nonconforming or defective unit or part, or supply a replacement unit or part, at Zenoro's discretion. A flat rate of EUR 250,- shall be paid by the customer per warranty case based upon "old parts replaced by new" compensating depreciation value. This EUR 250,- flat rate shall not be applied for the following selected main components: cylinder block, cylinder head, crankshaft, camshaft, exhaust valves, intake valves, valve lifters, exhaust manifold, intake manifold, connecting rods, main bearings, main generator stator, and main generator rotor.

Travel time and km's up to a total of 600 (by car) per warranty case from an authorized Zenoro distributor(s) shall be included in this warranty. Labor during normal working hours (9:00 am – 5:00 pm) shall also be included in this warranty.

The customer will at the request of Zenoro provide sufficient assistance with any disassembly and assembly, free of charge.

TERM

The warranty term shall commence at the earliest moment of: (i) after successful start-up / commissioning of the Essential Marine Generators (signed off) by a Zenoro representative, or (ii) 18 months after delivery of the Essential Marine Generators by Zenoro (Incoterms 2020, Ex Works or as otherwise agreed in writing) in the absence of successful start-up / commissioning within this timeframe.

The warranty term shall subsequently and automatically expire after a period 24 months or upon 2.000 hours of operation, whatever comes first. Warranty shall be limited tot a period of 12 months or 2.000 hours of operation, whatever comes first, in case of any commercial use of the vessel (e.g. rental/charter/lease). Extension of any warranty term only possible in consultation and after written confirmation by an authorized representative of Zenoro.

If Zenoro or its service agents replace parts to comply with Zenoro's warranty obligations, the replaced parts shall become Zenoro's property. In the event of replacement of a unit or parts, the original warranty period will not restart or extend.



CLAIMS

Warranty claims are administered and are to be submitted in writing through Zenoro or its authorized dealers and service agents. Please consult www.zenoro.com or contact +31 486-201 600 for the Zenoro dealer or service agent nearest you.

Warranty claims will have to be reported to Zenoro or its authorized dealers and/or service agents immediately after discovery of any defect and in any case within 72 hours. The customer is required to follow further claim procedures and instructions.

LIMITATIONS

Zenoro's obligations under this warranty will immediately terminate, and this warranty will be void, in the event of the disconnection of, tampering with, or malfunction of the hour meter installed on the Essential Marine Generators. This warranty does not cover (i) normal adjustments and preventative maintenance, including, but not limited to, replacement of oil, fuel and air filters, and maintenance or replacement of engine fluids (oil and coolant), (ii) failure of belts, hoses, impellers, or other rubber products and (iii) wiring done by a third party.

Not covered by this warranty shall in any case be, but not limited to, defects that occur due to or after, or are partially or wholly the result of:

- 1) failure by the customer and/or vessel owner to observe the operating and maintenance directions, or other than the intended normal usage;
- 2) defects which are not material and/or construction faults, such as defects arising from normal wear and tear, contamination, rust and paint damage, transport, freezing, overheating, overloading and/or letting products fall;
- 3) installation, (dis)assembly and/or repair by third parties, including the customer and/or vessel owner, without prior written approval by Zenoro;
- 4) materials or goods used at the request of the customer and/or vessel owner;
- 5) materials or goods which have been provided by the customer and/or vessel owner to Zenoro for machining or processing;
- 6) materials, goods, methods and constructions, which have been applied at the explicit instruction of the customer and/or vessel owner, as well as materials and goods supplied by or on (any of) their behalf;
- 7) designs and parts that have been made available by the customer and/or vessel owner itself;
- 8) any accident and/or collision, misuse, neglect, alterations, unauthorized repairs, use of other than Zenoro-recommended parts, improper installation or installation by unauthorised parties.

End user should keep and submit a maintenance log file for repairs, checks, changing parts and other relevant information. In the case of a claim for excessive oil consumption will be considered, end-user must submit adequate documentation to show consumption exceeds engine manufacturer standards.

End-user must run Essential Marine Generators with 80% load on a regular base at least every 2 weeks for a minimum of 30 minutes.

This warranty does not cover any costs incurred in gaining access to the Essential Marine Generators, such as but not limited to overcoming physical barriers such as walls, fences, floors, decks or similar structures impeding access to the generator set, rental of cranes or similar, or construction of ramps or lifts or protective structures for engine removal and reinstallation.

All activities and costs exceeding Zenoro's obligations described under 'Warranty', including but not limited to, transport costs, (other) travel time and expenses, accommodation expenses, costs of investigation by an expert, costs for dismantling and assembly, third party costs, and labor outside normal working hours or during weekends, shall not covered under this warranty and shall be charged to and reimbursed by the customer. Any



overtime labor requested by the customer or end user shall be charged to and reimbursed by the customer in full.

Defective units, components, or parts must be returned to Zenoro's location in Ravenstein, the Netherlands, at expense of the customer.

SOOT FILTERS

In case soot filters are purchased together with Essential Marine Generators warranty for the complete installation is provided subject to the terms of this policy. In case soot filters are purchased from third parties, measurements/application tests will be required during start-up & commissioning of the Essential Marine Generators. The maximum back pressure should not exceed the values indicated by Zenoro. It is the sole obligation and responsibility of the customer or end user to prove that the back pressure does not exceed such value during operation.

LIABILITY

The remedies set forth in this warranty policy are the customer's exclusive remedies in connection with the performance of, or any breach of guaranty, condition, or warranty in respect of Essential Marine Generators by Zenoro. In the event the above warranty fails to correct customer's performance problems caused by defects or nonconformity in material or workmanship, customer's exclusive remedy shall be the repair or replacement of the non-conforming or defective unit or parts, or the supply of a replacement unit or parts, at Zenoro's discretion, as stated above.

Any (form of) liability on the part of Zenoro for any consequential and/or indirect damage howsoever arising, including but not limited to liability for (damage resulting from) delays in delivery and for non-delivery, for damage to or the total or partial destruction or loss of goods other than Essential Marine Generators, for (damage resulting from) any claim from third parties, for damage in the form of (additional) costs incurred by Zenoro and/or third parties, for loss of production, for loss of profit, for loss of use of Essential Marine Generators and/or any other item, for loss of contracts and/or funds, and for damage resulting from any wrongful act or omission on the part of Zenoro, is excluded.

Zenoro's cumulative liability on any legal basis whatsoever, expressly including each failure to fulfil any guarantee obligation, shall be limited to payment of an amount in cash to the customer up to a total of maximum the price paid to Zenoro, excluding VAT, for (the relevant part of) the Essential Marine Generators, and in the absence of any payment to Zenoro a maximum of the agreed price excluding VAT.

The limitations and exclusions of liability set out herein do not apply in the event of intent or gross negligence of Zenoro or its executive subordinate(s).

Legal claims against Zenoro must be instituted within twelve months after the timely notification of a defect or nonconformity and/or the timely submission of a warranty claim, on pain of nullification and forfeiture of all rights of the customer.

NO REPRESENTATIONS OR IMPLIED WARRANTY

Where permitted by law, neither Zenoro nor any company affiliated with it makes any guarantee, warranties, conditions, representations or promises, express or implied, oral or written, as to the non-occurrence of any defect or the quality or performance of its Essential Marine Generators other than those set forth herein, and does not make any implied warranty or conditions of merchantability or fitness. This exclusion includes fundamental terms.



To comply with our warranty conditions it is important that this form is filled in and returned to Zenoro (info@zenoro.com). In case of change of ownership, any change in contact details during warranty period it is required to inform Zenoro distributor or dealer. For the latest overview of our dealers visit our website: www.zenoro.com.

MODEL AND SERIAL NUMBER.....

VESSEL OWNER/OPERATOR.....

PHONE NUMBER.....

E-MAIL.....

STREET OR P.O. BOX.....

CITY AND COUNTRY.....

PURCHASED FROM (fill in dealer name):.....

VESSEL NAME.....

SHIPYARD AND HULL NUMBER.....

REFIT SHIPYARD.....

VESSEL FLAG.....

VESSEL IMO NUMBER.....

VESSEL CONTACT DETAILS

PHONE

E-MAIL.....

START UP BY.....

DATE OF START UP.....

COMMENTS OR OTHER INFORMATION.....