



**Marinsa International Inc,**  
12250sw133 Ct Miami Florida 33186  
P.+1(305)-252-0118, F. +1(305)-252-2202  
E-mail: [miami@marinsa.com](mailto:miami@marinsa.com)  
<http://www.marinsa.com>



## **SERVICE WARRANTY ON A COMMISSIONING**

In addition to the Manufacturer Warranty for the engine, this Service Warranty warrants Marinsa's workmanship on the commissioning or service of the engine purchased by Buyer (defined below) from Marinsa International ("Marinsa"). The Service Warranty Period (as hereinafter defined) shall commence at the time the Goods are delivered and shall expire twelve (12) months after the completion date of the commissioning. The Buyer is the customer who has purchased an engine from Marinsa and has received service from Marinsa.

### **Service Warranty Conditions and Procedures:**

1. **Buyer Obligations:** Buyer shall keep a maintenance log of every maintenance event or inspection performed on the Engine after commissioning. The maintenance log shall be made available to Marinsa upon request. Buyer shall also make available upon request the name and contact information of any and all persons that performed any maintenance on the Engine. Buyer must follow the Original Equipment Manufacturer ("OEM") guidelines and repair standards as a condition to coverage under this Service Warranty.
2. **Record-Keeping by Marinsa:** Marinsa will document all maintenance, inspections, or repairs conducted by Marinsa. This documentation shall be stored electronically and made available to Buyer upon request.
3. **Reporting a Claim:** All claims or potential claims must be reported by Buyer to Marinsa in writing within 14 days of discovery of the claim. All claims must be submitted. Failure to provide timely notice shall constitute a waiver of the claim.
4. **Duty to Mitigate:** Buyer must immediately, upon discovery of any claim or defect covered by this Service Warranty, take all steps necessary to mitigate any loss or damage and to prevent any worsening of the defect or claim. Buyer's failure to mitigate may constitute a waiver of Buyer's rights under this Service Warranty in connection with said claim.
5. **Investigation of Claim:** Marinsa shall, through a Marinsa Technician (which, for purposes of this Service Warranty shall mean any trained and certified service engineer hired by Marinsa to perform maintenance and repairs) use the OEM's published documentation to troubleshoot and perform failure analysis until the root cause and any resulting damage are identified. In the event Marinsa concludes that the claim was unfounded or that no damage or event covered by this Service Warranty has occurred, Buyer shall be required to compensate Marinsa for any and all costs incurred in connection with the investigation of Buyer's claim, including travel costs and Marinsa Technician service fees.
6. **Coverage and Exclusions:** This Service Warranty covers any defects in workmanship in the commissioning of the Engine. Marinsa will determine, in its sole discretion, whether and to what extent Buyer's claim is covered by the Service Warranty. This Service Warranty may be invalidated by, and/or explicitly excludes any and all claims resulting from:
  - a. use of the Engine contrary to the instructions by the OEM and/or Marinsa;
  - b. any modifications to the Engine by Buyer or any third-party hired by Buyer;
  - c. addition or use of any software not supplied by Marinsa with the Engine;
  - d. any breach of this Service Warranty by Buyer;
  - e. any modifications of the Engine software by Buyer without written permission by Marinsa;
  - f. failure by Buyer to perform any Engine updates supplied by OEM or Marinsa;
  - g. failure by Buyer to perform OEM scheduled maintenance and inspections;
  - h. any failure to do actions outlined in the GE/WABTEC Terms and Conditions



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- i. any claims or damages resulting from intentional tampering or neglect in maintenance and/or repairs of the Engine, or from Buyer's failure to follow OEM guidelines and repair standards;
- j. any work performed on the Engine that fails to comply with OEM guidelines and repair standards or that was not performed by an authorized Marinsa Technician;
- k. normal wear and tear of the Engine;
- l. use or addition of parts, spare parts, materials or consumables not supplied by Marinsa and approved by OEM;
- m. any use, maintenance, service or operation of the Engine which is not in conformity with the purchase terms and conditions or OEM's manuals or instructions, or which are otherwise not in accordance with normal industry practice;
- n. any negligence or other improper acts or omissions or breach of contract on the part of the Buyer, their employees or agents, or any third parties;
- o. any improper installation or modification of the Engine carried out without prior written approval by Marinsa or the OEM;
- p. failure to document all maintenance and repairs, including OEM recommended maintenance and updates;
- q. the Engine's incompatibility or failure to function with other equipment, software or systems not supplied by Marinsa, unless prior written approval by Marinsa was granted;
- r. use or installation of any material, parts, components, tools, or software by Buyer;
- s. any negligence or failure to maintain on the part of Buyer;
- t. service work, installations or alterations made by Buyer;
- u. any use, service or operation of any equipment, part or component on which the service was performed, that is not in accordance with the manuals, instructions or appropriate specifications by Marinsa, or that is otherwise not in accordance with the industry standard practices;
- v. any mitigation attempts not previously approved by Marinsa;

In the event Marinsa determines, in its sole discretion, that Buyer's claim is covered, in whole or in part by the Manufacturer Warranty included in the purchase of the Engine, Marinsa reserves the right to submit all or part of the claim to the Manufacturer and, in such case, the terms and conditions of the Manufacturer Warranty shall apply.

- 7. **Repairs:** Upon determination by Marinsa that Buyer's claim is covered by the Service Warranty, Marinsa will perform the repairs deemed necessary by their Marinsa Technicians at no cost to Buyer. Any repairs for claims not covered by the Service Warranty must be paid for by Buyer.
- 8. **Completion of Repairs:** Upon completion of any work performed by Marinsa under this Service Warranty, Marinsa will issue a certificate of completion, to be signed by both parties, and stored electronically by Marinsa. Marinsa shall warrant all repairs made under this Service Warranty for a period of six (6) months from the issuance of the certificate of completion, subject to the terms and conditions of this Service Warranty. If Buyer does not sign the certificate of completion upon completion of the work, but proceeds to use the Engine, then all repairs made by Marinsa shall be deemed accepted by Buyer as of the date the certificate of completion was issued and Marinsa shall be deemed to have complied with all its obligations under this Warranty in connection with said repairs. Any damaged parts replaced or in the possession of Marinsa shall become the property of Marinsa upon issuance of the certificate of completion. If any damaged parts are not returned to Marinsa, Buyer shall be invoiced for the replacement part(s).

## **Limitations and Exclusions of Liability**

In connection with any obligations hereunder, including the processing of claims and repairs, Marinsa shall not be liable under any circumstances and irrespective of the cause of action, for indirect or consequential losses, such as – but not

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limited to- commercial or economic losses, loss of production, loss of use, loss of revenue, loss of profit, loss and corruption of data, delay and business interruption and other similar causes or losses, whether direct or indirect. Further, Marinsa is not liable for loss of time, loss of employment opportunity to utilize the product or services provided, costs of substituted equipment, towage charges, pollution clean-up costs, docking or diving costs, damage to the Engine, or Buyer's property, demounting or mounting costs or/and costs of sea trials or other tests and inspections.

Each party shall obtain a waiver of all rights or recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either of the parties' insurers.

### **Miscellaneous**

1. In the event of any delay in any scheduled repair caused by Buyer, Buyer agrees to compensate Marina for any unanticipated travel expenses, including transportation, hotel, and food, as well as the daily service rate for any Marinsa Technicians scheduled to conduct the repair.
2. Unless otherwise agreed to by Marinsa in writing, freight (for service and/or parts) to and from any contractor or Marinsa Technician retained for purposes of making a repair, shall be Buyer's responsibility.
3. Any additional costs that may be incurred not stated in this Service Warranty, are the responsibility of the Buyer. Marinsa will make every effort to advise the Buyer in advance in writing, so proper approval can be obtained prior to the start of the warranty service.
4. Marinsa's warranty obligations hereunder expressly exclude crane services, electricity, scaffolding, docking, scuba diving, underwater service, towing services, mounting or dismounting charges, and other such expenses. All costs and expenses will be reimbursed by Buyer to Marinsa upon completion of the warranty work or paid by the Buyer directly.
5. Marinsa shall not be responsible for any costs associated with any services provided by any third parties and all such costs shall be the responsibility of Buyer. Additionally, Marinsa shall not be responsible for, and Buyer agrees to hold Marinsa harmless for, any and all work performed by third parties.
6. Marinsa will not assume any responsibility in those cases in which the client does not allow sea trials or operation of the repaired or reconditioned equipment.
7. Marinsa will not be responsible for any work carried out directly by Buyer or any third party, even if said work was carried out with the assistance of Marinsa personnel. Buyer will assume the risk of loss of its equipment and other assets in connection with the service, even if such equipment or assets are located in facilities used by Marinsa.
8. In no case will Marinsa be responsible for indirect damages or damages caused by loss of time.
9. Any test or movement of the ship/item under repair will be carried out under the responsibility and risk of Buyer. Marinsa will not have any responsibility for Buyer's losses or damages as a consequence of carrying out those movements and tests.