

GENERAL WARRANTY CONDITIONS (Standard)



1. OBJECT AND SCOPE OF APPLICATION

This document establishes the General Warranty Conditions applicable to generator sets marketed by GrupeL, SA, hereinafter “GrupeL”, from May 1, 2026 (date of the final invoice).

These terms and conditions apply to all standard range generator sets sold directly by GrupeL. Their content is governed by applicable Portuguese law, without prejudice to the mandatory rights granted to consumers under national or European Union law.

The warranty described in this document is valid exclusively for equipment sold as new and covers only defects in manufacturing, materials or assembly, under the specified technical and environmental conditions.

The sale of GrupeL generators through its official distribution network may be subject to specific contractual conditions.

2. DEFINITIONS

For the purposes of interpreting this document, the following definitions apply:

“GrupeL” – The commercial company GrupeL, SA, NIPC 500 442 029, headquartered at Parque Empresarial de Soza, 3840-342 Vagos, Portugal.

“Customer” – The individual or legal entity that directly purchases a GrupeL generator or energy solution.

“Product” – Equipment marketed by GrupeL covered by these conditions, namely generator sets and their components.

“Start-up and Training” / “Commissioning” – Service provided by GrupeL or an authorized entity, which includes starting the equipment and providing basic training to the user.

ESP (Emergency Standby Power) - corresponds to the maximum power available for a variable load regime during a main power grid failure, with an average load factor of up to 70% over 24 hours, a maximum of 500 hours of operation per year (including up to 25 hours at full power) and without overload capacity; it is not suitable for continuous operation or sustained parallel operation with the grid.

GrupeL, S.A.

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3840-342 Soza – Vagos – Portugal

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PRP (Prime Rated Power) - refers to the power available for an unlimited number of annual hours under variable load, with an average factor of 70% over 24 hours and a possibility of overload of 10% for 1 hour in every 12 hours of operation, not exceeding 25 hours per year under this condition.

DCP (Data Center Power) - designates the maximum power available for supplying variable or continuous loads with unlimited operating hours, suitable for critical applications such as data centers.

COP (Continuous Power) - refers to the maximum continuous power available for constant use with a fixed load, without any overload tolerance.

"Official Technical Services" – Technical assistance centers authorized by Grupel .

"Extended Warranty" – Extension of the warranty period or coverage conditions through purchase or execution of a specific contract with Grupel .

"Territories covered " – Geographic regions where Grupel maintains official technical services, defined by the company and updated periodically.

3. FUNCTIONAL SCOPE

3.1. Grupel products are covered by a warranty against defects in manufacturing, materials and assembly that may appear during normal and proper use, in accordance with the technical specifications and operating instructions provided with the equipment.

3.2. The warranty is valid provided that the Customer ensures full compliance with the conditions of use and maintenance described in the technical manuals provided by Grupel , including, but not limited to:

- a)** Performing periodic maintenance according to defined intervals and procedures;
- b)** Performing regular operating cycles after commissioning under load, for a minimum period of 30 minutes, on a monthly basis;
- c)** Use of fuel, lubricants, coolants and other consumables compatible with the technical standards indicated by Grupel or the component manufacturers.

3.3. The warranty will not apply to equipment installed in aggressive or non-standard environmental conditions, namely saline, highly humid atmospheres or atmospheres with a concentration of corrosive particles, unless previously accepted in writing by Grupel .

For the purposes of these conditions, a "normal" atmosphere is considered to be one with an ambient temperature of 20 ° C and relative humidity of 50%.

3.4. The warranty coverage also excludes any equipment that, at the time of "Start-up and Training," or in its absence, at the time of requesting warranty service, shows evidence of:

- Improper storage;
- Incorrect installation;
- Negligent handling;
- Or use outside of the specified operating conditions.

3.5. Defects caused by external causes are not covered by the warranty, including:

- Natural phenomena (e.g., lightning strikes, floods, earthquakes);
- Intentional or accidental damage caused by third parties;

- Use of unauthorized parts or accessories;
- Technical interventions carried out by personnel not accredited or authorized by Grupel , without prior authorization.

3.6. Transport damage, visible on the date of delivery of the equipment, will only be considered covered by the warranty if:

- a)** They must be properly reported in the transport document (Delivery Note, CMR or equivalent);
- b)** Provided that the transport was the responsibility of Grupel or its logistics agents.

3.7. Certain components, due to accelerated wear or particular technical sensitivity, are subject to specific warranty conditions, specifically a period of six months:

- a)** Starter batteries;
- b)** Filters, belts and equivalent consumables;
- c)** Other components to be defined according to the model and typology.

3.8. All generator sets undergo functional testing during production, including load cycles. For this reason, surface marks may be visible on certain components subjected to high temperatures (e.g., turbochargers, exhaust manifolds, mufflers). Such marks are a result of the normal thermal behavior of the materials and do not constitute a defect.

4. WARRANTY DURATION

4.1. The warranty period begins on the date the Start-up and Training service is performed, as recorded by Grupel 's Official Technical Services , or, alternatively, six (6) months after the date of the first invoice issued by Grupel or leaving Grupel 's premises , whichever occurs first.

4.2. Unless otherwise stipulated in the contract, the standard warranty period is twenty-four (24) months b) or 1,000 hours, which to happen first.

4.3. Grupel brand engines , and subject to the execution of an Official Grupel Maintenance Plan , the Customer benefits from an extended engine warranty of up to six (6) years or 2,000 hours, applicable under ESP or PRP regimes, whichever limit is reached first. This extension is exclusive to the engine and is conditional upon full compliance with the conditions of the respective maintenance plan.

4.4. The validity of the extended warranty referred to in the previous point is conditional upon the complete regularity in the execution of the maintenance foreseen in the plan, exclusively by technicians authorized by Grupel , and the complete and verifiable recording of these interventions.

4.5. Grupel may make available, upon express request and subject to technical and commercial analysis, the purchase of additional warranty extensions, to be contracted up to the time of Start-up and Training or after a formal technical review carried out by official Grupel technicians (the costs of this review being borne by the Customer).

4.6. All warranty periods mentioned cover only defects that manifest themselves within the time limits stipulated above, provided that the provisions of [Decree-Law No. 84/2021](#), of October 18 .

5. COSTS ASSOCIATED WITH THE WARRANTY

5.1. Warranty repairs carried out within the territory covered by Grupel's Official

Technical Services do not imply any additional costs for the Customer, including:

- The supply of replacement parts;
- Technical relocation (labor and transportation);
- Logistics and import costs associated with shipping defective parts, provided they have been previously authorized by Grupel .

5.2. In cases where the equipment is installed in territory not covered by official technical coverage, the following costs will be the responsibility of the Client:

- a)** Travel and accommodation expenses for technicians, when applicable;
- b)** Shipping of parts and components;
- c)** Labor;
- d)** Logistics costs associated with the return of defective components.
- e)** The logistics and import costs associated with shipping defective parts.

Grupel will exclusively cover the cost of parts or components that, after validation, are covered by the warranty.

5.3. Conducting on-site diagnostics in officially covered areas is generally covered by Grupel . However, if, after technical evaluation, it is determined that the situation is not covered by the warranty, the costs incurred will be fully invoiced to the Client.

The warranty coverage, both for the equipment in question and for other Grupel generators in the Client's possession, will be suspended until full payment of the invoice corresponding to this intervention.

5.4. In order for Grupel to perform any corrective action under warranty, the generator must be installed:

- a)** In a location with free, safe, and properly signposted access;
- b)** With conditions that allow for its operation and, if necessary, collection and transport for intervention.

All costs incurred to guarantee these conditions (e.g., cargo handling, mechanical means, access permits, demolitions, etc.) are the sole responsibility of the Client.

5.5. Grupel does not cover costs related to:

- a)** Replacement, rental, or backup equipment during the period of immobilization;
- b)** Production losses, lost profits, or any indirect damages, whether tangible or intangible, resulting from the malfunction or immobilization of the generator.

6. START-UP AND TRAINING (“COMMISSIONING”)

6.1. The Start-up and Training service consists of the initial commissioning of the generator set, technical validation of the installation, operational testing , and basic user training. This service is included in the sale price of equipment purchased directly from Grupel by end customers.

6.2. The Customer must request the scheduling of the Start-up and Training from Grupel within a maximum period of three (3) months from the date of the first invoice issued by Grupel . The request must be made through the official channels:

- Technical Support Portal;
- Or by email to: support@grupel.eu.

6.3. Failure to request this service within the stipulated period may result in the expiration of the warranty, unless a technically justified reason is provided and accepted in writing by Grupel .

6.4. When, for geographical or operational reasons, it is not possible to hold the Start-up and Training in person, Grupel may authorize, as an alternative, the process to be carried out remotely, provided that:

- a)** The Customer has technically qualified personnel;
- b)** The installation meets the minimum technical requirements previously validated by Grupel .

6.5. In any remote commissioning operation, Grupel assumes no responsibility for the installation, for material or personal damage resulting from improper handling, negligence, or failure to comply with the instructions provided.

6.6. If the generator is installed outside of territories with official technical coverage and the customer does not have the resources to perform remote commissioning in a safe and validated manner, a Grupel technician may be requested. In this situation, all resulting costs are the customer's responsibility.

6.7. The validity of the warranty, as well as eligibility for contract extensions, is conditional upon completion of the Start-up and Training (in-person or validated remote), under the terms defined in this clause.

7. REPORTING DEFECTS UNDER WARRANTY

7.1. Activating the warranty is conditional upon the mandatory presentation of the following documentation:

- a)** Copy of the purchase invoice or original receipt, clearly identifying the generator's serial number;
- b)** Grupel complaint form, duly completed, available on official support channels.

7.2. Defect reports must be made through Grupel 's official technical support channels:

- a)** Technical Support Portal;
- b)** Email: support@grupel.eu.

7.3. Warranty intervention requests must be submitted:

- a)** During the warranty period defined in this document;
- b)** Within a maximum period of thirty (30) days from the moment the defect was detected, under penalty of forfeiture in accordance with Article 921 of the Civil Code.

7.4. Grupel reserves the right to request additional diagnostic information, such as:

- Photographs of the equipment and the installation site;
- Generator operating records;
- Maintenance reports;
- Evidence of compliance with the obligations set out in these general terms and conditions.

7.5. The absence of documentation, or incomplete or inconsistent documentation, may justify the refusal of intervention under warranty, until the situation is settled.

8. OTHER APPLICABLE CONDITIONS

8.1. Grupel reserves the right, within the scope of warranty interventions, to replace defective components with new or reconditioned parts, provided they meet the same functional and technical requirements. This replacement does not imply the renewal of the equipment's warranty period.

8.2. Components replaced under warranty become the property of Grupel and must be returned within a maximum of fifteen (15) days after replacement, whenever formally requested. Failure to return within the deadline may result in full invoicing for the new components supplied. Transport costs associated with the return, when expressly requested by Grupel, will be borne by Grupel itself.

8.3. Placing any order with Grupel implies the express and full acceptance of these General Warranty Conditions, in effect on the date of issue of the invoice corresponding to the equipment.

8.4. The applicable warranty conditions are those in effect on the date of your invoice.

8.5. The updated version of the General Warranty Conditions is permanently available at Grupel Support Portal: [<http://grupel.eu.pt/documentacaotécnica>].

9. LEGAL RIGHTS

9.1. These General Warranty Conditions do not prejudice or limit the mandatory rights legally recognized to consumers, under Portuguese and European Union legislation applicable to the sale of consumer goods and liability for defective products.

9.2. In the event of a discrepancy between the provisions of this document and any applicable mandatory legal provisions, the latter shall prevail, while all contractual clauses not affected by such incompatibility shall remain in force.

Vagos, April 30, 2026

A handwritten signature in blue ink, appearing to read 'Vagos', is written over a faint, dotted rectangular box.