

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

JAMES L. ROBO, individually,

CASE NO.:

Plaintiff,

vs.

RACK ELECTRIC, LLC, a Florida limited liability company; and GENERAC POWER SYSTEMS, INC. d/b/a GENERAC,

Defendants.

_____ /

COMPLAINT

Plaintiff, JAMES L. ROBO (“**Homeowner**” or “**Plaintiff**”), sues Defendants, RACK ELECTRIC, LLC (“**Rack Electric**”) and GENERAC POWER SYSTEMS, INC. d/b/a GENERAC (“**Generac**”) (Rack Electric and Generac are collectively “**Defendants**”), and in support thereof states as follows:

JURISDICTION, VENUE & PARTIES

1. This is an action for damages which exceed \$50,000.00, exclusive of interest, attorneys’ fees and costs, stemming from Defendants’ breach of contract, breach of warranty, and other wrongful actions. This action is therefore within the subject matter jurisdiction of this Court under Section 26.012(2), Florida Statutes.

2. Rack Electric is a limited liability company duly organized under the laws of the state of Florida. Its principal place of business is 153 NW 16th Street, Boca Raton, Florida 33432.

3. Generac is a profit corporation duly organized under the laws of the state of Wisconsin. Its principal place of business is Waukesha, Wisconsin, and it conducts substantial and not isolated business within Florida, as a foreign for profit corporation qualified to do business and

doing business in Florida.

4. Plaintiff is an individual residing in Palm Beach County, is over the age of eighteen, and is otherwise *sui juris*.

5. Venue is proper in Palm Beach County under section 47.011, Florida Statutes, because it is where the cause of action accrued and where the property in litigation is located.

GENERAL ALLEGATIONS

6. Homeowner purchased a 48kW generator, designed, manufactured and placed into the stream of commerce by Generac, and by and through Generac's factory-authorized and certified dealer, Rack Electric.

7. Defendants assured the Homeowner, and the public generally, that Rack Electric was fully and expertly trained by Generac in the proper application, installation, and service of all Generac automatic standby generators.

8. On or about May 23, 2024, Rack Electric entered into a valid and lawful contract with Homeowner ("**Contract**") for selection, oversight, engineering and installation of a "first in class" "Fully Automatic Standby Emergency Generator" ("**First-Class Generator**") at Plaintiff's home, suitable to provide specified aspects of the home with emergency backup power. *See Contract at Exhibit "A."*

9. Throughout, Rack Electric acted as Generac's agent, representative and factory-authorized and certified dealer ("**Authorized Dealer**"). Through Rack Electric, Defendants promised and assured the Homeowner: *Your satisfaction is our priority, and we are here to assist in any way we can.*

10. Generac issued Homeowner a 5 Year "Generac Power Systems" Warranty, assuring the Homeowner that the First-Class Generator and/or its transfer switch system would

“be free from defects in material and workmanship” for five (5) years. Generac contractually promised the Homeowner that it would repair or replace the First-Class Generator upon inspection and verification of defective conditions by Generac or its Authorized Dealer. *See Generac’s 5 Year Warranty at Exhibit “B.”*

11. The Homeowner also simultaneously entered into a valid and lawful maintenance contract with Rack Electric (“**Maintenance Contract**”) to ensure that the promised First-Class Generator was rendered and remained operable and was properly maintained. *See Maintenance Contract at Exhibit “C.”*

12. The Contract promised Homeowner the use and benefit of a “Generac Designed & Built Engine Purpose-Built” 48kW Generac Generator, trumpeting that “Generac is the #1 standby generator on the market today.” *Contract at Exhibit “A.”*

13. Contractually, Rack Electric professed to be “a factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators, assuring you the highest quality service and support for your generator.” Rack Electric promised the Homeowner that their services would “protect your home and family during a power outage.” *Contract at Exhibit “A.”*

14. As Generac’s “factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators,” Generac had and owed a duty to Plaintiff to instruct, educate and train Rack Electric and Rack Electric’s employees, in the proper application, installation, and service of all Generac automatic standby generators, generally, and the First-Class Generator specifically, to assure Plaintiff the highest quality service, operation, maintenance and support for the First-Class Generator.

15. As Generac’s “factory-authorized and certified dealer, trained in the proper

application, installation, and service of all Generac automatic standby generators,” Homeowner sought and relied upon Rack Electric’s installation and maintenance expertise, and Generac’s professional design, manufacturing and engineering, installation and maintenance expertise in order to assure protection during the 2024 Hurricane season and beyond.

16. Homeowner informed Defendants of the needs, requirements, intended purpose and use of the generator sought to be purchased and installed, and worked with Defendants, through Rack Electric, to obtain a product that met these specifications and performance capabilities.

17. Plaintiff expressly relied on Rack Electric and Generac to recommend the proper generator with sufficient specifications for their intended use and purpose.

18. The promised First-Class Generator recommended and selected by Defendants for installation was manufactured, distributed and sold to the Homeowner by Generac, through Rack Electric, its factory-authorized and certified dealer for installation and service of Generac generators.

19. Rack Electric installed the First-Class Generator and was contractually obligated to ensure proper installation and connection of the gas and electricity components, to ensure that the promised First-Class Generator was fully operable and functional, and was capable of providing emergency back-up power to the same household items as the previous generator. *Contract at Exhibit “A.”*

20. Homeowner paid Rack Electric the total figure of \$31,245.00, representing payment in full under the Contract.

21. In addition to other express and implied warranties provided by Defendants to Homeowner and those provided by operation of law, the Defendants afforded Homeowner a ten (10) Year Extended Warranty, which purports to have begun on the “purchase date,” May 23,

2024, as well as *Generac's 5 Year Warranty*. (Collectively, all warranties benefiting Homeowner are referred to as "**Warranties**") See, *Contract at Exhibit "A" and Generac's 5 Year Warranty at Exhibit "B."*


22. Thereafter, the promised First-Class Generator manufactured by Generac and installed by Rack Electric repeatedly failed to suitably and properly function and operate. The protection it was to afford has never materialized, to this day.

23. Despite procuring the First-Class Generator from Defendants to protect the Homeowner during the then impending hurricane season, Defendants failed to deliver and install an operable system. Homeowner, his home, appliances, security system and property ("**Property**") remain vulnerable and unprotected.

24. Accordingly, Homeowner has been denied the benefit of his bargain through and including all of the 2024 hurricane season, and the Property remains vulnerable and unprotected as new hurricane seasons approach.

25. Ironically, Defendants recommended, sold and promised Homeowner "Mobile Link Connectivity" which purported to allow real time monitoring of the generator's operating status. This monitoring function itself was seldom operational, and on the rare occasions when it was operable, it reported failure:

Your generator has a fault

 Notification Type Your generator [REDACTED] has experienced an interruption in normal performance (E3201). Please log in to your account to view your detailed status message or contact your service/maintenance provider.

[Contact your dealer](#)

[See complete history](#)

26. Rack Electric contractually agreed “to indemnify and hold harmless [Homeowner]...against all losses, damages, liabilities, deficiencies, claims, actions...interest... cost or expenses of any kind including professional fees and reasonable attorneys fees...to the extent such claims arise out of, relate to, or result from Rack Electric’s negligence, abuse, misuse, neglect, failure to maintain or any intervening cause with Rack Electric’s control.” *Contract, paragraph 3 at Exhibit “A”*.

27. The difficulties, losses, damages, expense, inconvenience and problems began almost immediately after Homeowner signed the Contract.

28. On Friday, June 21, 2024, Homeowner was advised that installation of the mechanical components had been concluded, and that Defendants were prepared to connect the gas portion of the installation. After being promised installation of the gas connection by the week of July 8, 2024, Defendant Rack Electric’s technician did not visit the property until three weeks later, on July 11, 2024.

29. On that day, Defendant Rack Electric’s technician diagnosed and reported in his project progress notes that a critical element of the gas connectivity had not been accomplished,

and remained to be completed (“**Final Gas Connection**”).

30. Nevertheless, the following week, on July 17, 2024 the Homeowner was advised:

*Great News! Your regulator vent¹ has been installed **and your gas is now complete.***

31. Homeowner was advised that the next step was to be Rack Electric’s coordination for the startup of the promised First-Class Generator, and that start-up was imminent. It was not.

32. Instead, Homeowner was advised that a faulty regulator valve had been installed, and prevented the promised First-Class Generator from receiving gas pressure (“**Second Problem**”). Yet Defendants took no affirmative steps to rectify their faulty work.

33. Over a month later, the Homeowner wrote in complaint: *I have been calling every day for a week plus now and haven’t gotten a response.* Homeowner noted that the process was *now going on 5 months which is really unacceptable. What is even more unacceptable is the lack of communication – I would at least appreciate a return call as opposed to being ghosted.*

34. On Monday, September 16, 2024, ██████████ advised that they had pinpointed the issue constituting the Second Problem, the required part was in hand and was simple to install. “Its a plug and play part”, Rack Electric boasted.

35. Again, final installation was promised, and again, final installation did not occur.

36. The technician deemed to be “the startup technician” responsible for activation of the promised First-Class Generator purported to have “completed everything”

¹ The (“**Initial Problem**”).

on September 16, 2024, noting that the only thing not working was the gas.

37. Defendants then dispatched what they termed “the gas team” and it was reported that the fuel pressure sensor *within* the First-Class Generator that was not working correctly (“**Third Problem**”). Rack Electric advised Homeowner that the required replacement part had been “ordered” and was “ready to go.” Its replacement was promised to take “less than 10 minutes,” and “right after that” the “generator [would be] operational.” The delay ultimately was far longer than 10 minutes; and another 5 months has elapsed without the First-Class Generator being rendered operable.

38. Three days later, on September 19, 2024, the Homeowner reported that the Mobile Link Connectivity feature had issued a warning as to the First-Class Generator - “somethings wrong – trouble communicating”. The First-Class Generator’s wireless device was replaced (“**Fourth Problem**”), and the Homeowner was advised that everything was operational. It wasn’t.

39. That very evening, the same warning message was issued. Defendants’ technician advised the Homeowner “to give it 24 hours” (“**Fifth Problem**”), presumably for the system to re-set.

40. The Fifth Problem persisted far longer than 24 hours. On Friday, September 20, 2024, Wednesday, September 25, 20234 and on Monday, September 30, 2024, the Homeowner reported to the Defendants that neither the First-Class Generator nor the Mobile Link Connectivity feature were operable. The Homeowner also reported that *this fuel issue has been an issue with this generator from the beginning and I feel like you all haven’t identified the root cause of why it isn’t working. The fact that it isn’t working (and the mobile link never worked) is extremely frustrating.* (“**Sixth Problem**”)

41. Meanwhile, the Final Gas Connection reported to have been required ten weeks earlier, on July 11, 2024, had not yet been addressed.

42. Defendant's technicians were unable to resolve issues pertaining to operability during a visit on Tuesday, October 1, 2024, due to a software deficiency ("**Seventh Problem**"). By Friday October 4, 2024, the Homeowner noted that it was: *going on 6 months since I bought the generator and it is still not working*. The next day, Saturday, October 5, 2024, the Homeowner expressed alarm that Hurricane Milton was approaching and the promised First-Class Generator remained inoperable.

43. On Wednesday, October 16, 2024, the Homeowner reported: *the same fault-engine fuel delivery pressure - as the last several times it hasn't worked. Frustrating.* ("**Eighth Problem**").

44. More than a month later, on Tuesday, November 19, 2024, a technician made his third effort to render the generator operable, but even after three tries, the promised First-Class Generator remained inoperable. Even after these three attempts, the First-Class Generator faulted ("**Ninth, Tenth and Eleventh Problems**"). It did not operate.

45. The next day, Wednesday, November 20, 2024, the Homeowner reported: *This generator has never worked from the beginning. Jamie came yesterday for the third time and it faulted 24 hours later. You all have done 12 or 13 service calls for this generator. And it has never worked - it is a \$31k paperweight.*

46. The Homeowner declared that the Contract and Warranties had been breached, declared the Contract to be rescinded and demanded options that would afford the Homeowner solutions in light of these breaches: (a) installation of a new mechanism;

(b) removal of the failed First-Class Generator and (c) a full refund.

At this point, I would like you to come and take back the generator and give me my money back if you won't give me a new generator.

47. Instead, Generac insisted on replacing the failed First-Class Generator “part by part.” The Homeowner complained that even after replacement of four different parts, the system: *is still giving the same fault (fuel pressure problem).*

48. Forty days later, on Wednesday, January 1, 2025, the Homeowner renewed his announcement of the breaches and again demanded rescission: *generator still not working despite a dozen attempts to fix it. I want a refund. Happy to have you take the generator back (“**Twelfth Problem**”).*

49. In response the next day, on Thursday, January 2, 2025, Rack Electric affirmatively responded: *We understand your frustration and are committed to resolving this matter promptly. Generac’s Authorized Dealer, Rack Electric advised: we are currently in direct communication with Generac, the manufacturer of the generator. We have compiled and sent them a detailed list of errors, faults, and diagnostics from our previous attempts to address the problem. Generac is now reviewing this information to determine the next steps necessary to resolve the issue. We will keep you updated as soon as we receive further guidance from Generac.*

50. On Tuesday, January 14, 2025, numerous Generac certified diagnostic technicians conducted testing which confirmed fuel pressure deficiencies consistent with the need for the Final Gas Connection diagnosed as necessary, six months later, on July 11, 2024.

51. The Final Gas Connection has still not been accomplished and remains to be completed, over 8 months after it was diagnosed as necessary, on July 11, 2024.

52. The Defendant Rack Electric’s neglect and failure to properly install, maintain and render the promised First-Class Generator operable and failure to address and correct intervening

causes within their control, has caused and constitutes the proximate causes of the all Homeowner's losses, damages, liabilities, deficiencies, claims, interest, costs and expenses, including professional fees and reasonable attorneys fees, as well as any other damages suffered by Homeowner proximately resulting therefrom.

53. The Defendant Generac's negligence and failure to ensure proper installation, maintenance and operation of a promised First-Class Generator has caused and constitutes the proximate causes of all Homeowner's losses, damages, liabilities, deficiencies, claims, interest, costs and expenses, as well as any other damages suffered by Homeowner proximately resulting therefrom.

54. Despite demands, Defendants failed or refused to remove, repair, or replace the First-Class Generator, or refund any of the money paid by Homeowner.

55. Homeowner specifically makes no claim against Rack Electric for failure or inability to deliver equipment by any specified date or time; but rather all claims against Rack Electric are based solely on its breach of contract and warranties and other claims specifically asserted herein for the complete failure to *ever* deliver a functioning First-Class Generator to the Homeowner, as required by the Contract and agreements.

56. The First-Class Generator remains in place and is non-functioning, and is a dangerous and faulty instrumentality with the potential to cause additional damages, including damage to Property, leaving Homeowner and his Property unprotected and vulnerable.

57. Homeowners has satisfied all conditions precedent to the filing of this action, or all conditions precedent have otherwise been excused, waived, or have occurred.

58. As a result of Defendants' wrongful actions, Homeowner was required to retain the undersigned at a reasonable fee, and accordingly demands recovery of his costs under applicable

law and pursuant to the Contract. *Contract, paragraph 3, at Exhibit "A."*

COUNT I: BREACH OF CONTRACT
(Against Rack Electric)

59. Plaintiff incorporates the General Allegations of paragraphs six (6) through fifty-seven (57) as if fully set forth herein.

60. The Contract is a valid, enforceable, and binding contract under Florida law, entered into by the parties hereto willingly, knowingly, and without compulsion.

61. As a distributor, marketer, and seller of the First-Class Generator, Rack Electric placed it in the stream of commerce.

62. Rack Electric had a duty under the Contract to distribute, market, and sell products that are safe, operable and suitable for their intended purpose and use.

63. At all material times hereto, Homeowner fully performed and/or complied with all of the terms and conditions of the Contract, including the obligation to satisfy payment in full.

64. Homeowner has at all times abided by the terms and conditions of the Contract and continues to do so as of this filing and has not used the First-Class Generator in a manner inconsistent with the uses intended or reasonably expected and foreseeable to Defendant.

65. The General Allegations herein establish multiple grounds of material breach of contract by Rack Electric. Rack Electric breached the Contract by, among other things, its neglect and failure to properly install, maintain and render the promised First-Class Generator operable, and failure to address and correct intervening causes within their control.

66. Rack Electric independently breached the Contract by failing to deliver, install and assure an operable and properly functioning First-Class Generator as required by the Contract, and by distributing, marketing, and selling a product that is operable, safe and suitable for its intended purpose and use, and is capable of safeguarding Homeowner and his Property.

67. Rack Electric further breached the Contract by distributing and selling a First-Class Generator that was neither safe, operable or suitable for its intended purpose under foreseeable circumstances, and by causing to be placed in the stream of commerce products in an inoperable condition with significant known deficiencies and hazards when used as intended, by failing to reasonably inspect and test the First-Class Generator to discover issues with it, and by failing to warn Plaintiff of various issues and conditions compromising the First-Class Generator's operability.

68. The Homeowner has demanded rescission, which demand has been ignored, refused and denied.

69. Rack Electric's breach of Contract by, among other things, its neglect and failure to properly install, maintain and render the promised First-Class Generator operable, and failure to address and correct intervening causes within their control, caused and constitutes the proximate causes of the all Homeowner's losses, damages, liabilities, deficiencies, claims, interest, costs and expenses, including professional fees and reasonable attorneys fees, as well as any other damages suffered by Homeowner proximately resulting therefrom.

70. In addition, Homeowner demands full and complete indemnity and to be otherwise held harmless.

71. By reason of Rack Electric's breaches of contract, Homeowner has and will continue to suffer actual and consequential damages, including without limitation the full amount paid to Rack Electric, the cost of removal of the inoperable First-Class Generator, the failure to receive the benefit of his bargain, and all time lost and expenses incurred personally and through legal fees incurred and caused by Defendant's breach of contract.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Rack Electric for breach of contract, award rescission and award Plaintiff damages plus prejudgment interest, costs, and all other damages and relief available under applicable law.

COUNT II: NEGLIGENCE
(Against Generac)

72. Plaintiff incorporates the General Allegations of paragraphs six (6) through nine (9), fourteen (14) through nineteen (19), twenty-eight (28) through fifty-four (54), and fifty-six (56) as if fully set forth herein.

73. As a manufacturer, distributor, marketer, and seller of the First-Class Generator, Generac placed it in the stream of commerce.

74. Generac had and owed a duty to Plaintiff to manufacture, design, distribute, market, and sell products that are safe, operable and suitable for their intended purpose and use, and to use due care in the selection, installation, maintenance and repair of the promised First-Class Generator, sufficient to protect and safeguard the Homeowner and his Property.

75. Generac had and owed a duty to Plaintiff to instruct, educate and train Rack Electric and Rack Electric's employees, Generac's "factory-authorized and certified dealer" in the proper application, installation, and service of all Generac automatic standby generators, generally, and the First-Class Generator specifically, to assure Plaintiff the highest quality service and support for the First-Class Generator.

76. As Generac's "factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators," Homeowner sought and relied upon Rack Electric's installation and maintenance expertise, and Generac's professional design, manufacturing and engineering, installation and maintenance expertise in order to assure protection during the 2024 Hurricane season and beyond.

77. Generac breached its duties to Homeowner by, among other things, its neglect and failure to properly instruct, educate and train Rack Electric's employees, its "factory-authorized and certified dealer" in the installation, maintenance and repair required and necessary to render the promised First-Class Generator operable and reliable.

78. Generac was independently negligent by failing to deliver, install and assure an operable and properly functioning First-Class Generator through its "factory-authorized and certified dealer" and by failing to distribute, market, and sell a safe product that is operable and suitable for its intended purpose and use, and is capable of safeguarding Homeowner and his Property.

79. Generac further breached the Contract by distributing and selling a First-Class Generator that was unsafe for its intended purpose under foreseeable circumstances, by causing to be placed in the stream of commerce products that were inoperable and with significant known deficiencies and hazards when used as intended, by failing to reasonably inspect and test the First-Class Generator to discover issues with it, and by failing to warn Plaintiff of various issues and conditions compromising the First-Class Generator's operability.

80. Generac's breaches of its duties owed to Homeowner caused and constitutes the proximate causes of the Homeowner's losses, damages, liabilities, deficiencies, claims, interest, costs and expenses, as well as any other damages suffered by Homeowner proximately resulting therefrom.

81. By reason of Generac's breaches of its duties to Homeowner, Homeowner has and will continue to suffer actual and consequential damages, including without limitation the full amount paid to Rack Electric, the cost of removal of the inoperable First-Class Generator, the failure to receive the benefit of his bargain..

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Generac for negligence, and award Plaintiff damages plus prejudgment interest, costs, and all other damages and relief available under applicable law.

COUNT III: BREACH OF EXPRESS WARRANTY
(Against Generac)

82. Plaintiff incorporates the General Allegations of paragraphs eight (8) and nine (9), ten (10) through thirteen (13), fifteen (15) through eighteen (18), twenty-one (21), twenty-two (22) through twenty-four (24), and twenty-seven (27) through fifty-one (51) as if fully set forth herein.

83. Homeowner purchased the First-Class Generator manufactured and distributed by Generac, through its authorized dealer, agent and representative, Rack Electric.

84. As a manufacturer, distributor, marketer, and seller of the First-Class Generator purchased by Homeowner, Generac placed the First-Class Generator in the stream of commerce.

85. Generac had a duty to manufacture, distribute, market, and sell products that are safe, suitable, and operable.

86. In addition to the other express and implied warranties provided by Defendants to Homeowner and those provided by operation of law set forth more fully below, the Homeowner's Contract extends and refers to an express warranty, which affords 10 years of coverage for parts, labor and travel, and Generac's 5 Year Warranty set forth at Exhibit "B" thereto assures the Homeowner that the First-Class Generator and/or its transfer switch system would "be free from defects in material and workmanship" for five (5) years. Generac warranted and promised the Homeowner that it would repair or replace the First-Class Generator upon inspection and verification of defective conditions by Generac or its Authorized Dealer, Rack Electric. (Collectively, all warranties benefiting Homeowner are referred to as "**Warranties**")

87. Generac also provided an express warranty by and through its statements, promises,

representations, affirmations of fact or promise, and/or by its description of the products and services promised to the Homeowners, directly, and by and through its agent, representative and Authorized Dealer, Rack Electric, including those as set forth on Generac's website, which include by are not limited to:

- a) Promising and assuring that Generac possessed installation and maintenance expertise regarding automatic standby generators;
- b) Promising and assuring that Generac's agent, representative and Authorized Dealer, Rack Electric, was fully and expertly trained by Generac and possessed installation and maintenance expertise regarding generators and was Generac's "factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators;"
- c) Promising and assuring that Generac through its agent, representative and Authorized Dealer, Rack Electric would assure the selection, oversight, engineering and installation of a "first in class" "Fully Automatic Standby Emergency Generator" at Plaintiff's home, suitable to provide the home with emergency backup power;
- d) Promising and assuring that "Generac is the #1 standby generator on the market today";
- e) Promising and assuring that the Homeowner would have the use and benefit of a "Generac Designed & Built Engine Purpose-Built" 48kW Generac Generator;
- f) Promising and assuring that the First-Class Generator and/or its transfer switch system would "be free from defects in material and workmanship;"
- g) Promising and assuring that it would repair or replace the First-Class Generator upon inspection and verification of defective conditions by Generac or its Authorized Dealer, Rack Electric;
- h) Promising and assuring "the highest quality service and support for your generator";
- i) Promising and assuring that the products and services Generac provided to Homeowner would "protect [Homeowner's] home and family during a power outage";
- j) Promising and assuring (i) that the Homeowner's *satisfaction* was its *priority*; (ii) commitment to *resolving* [the Homeowner's complaints] *promptly*; and (iii) *to assist in any way we can*.

See, Statement, Promises, Representations and Affirmations of Fact or Promise at Exhibit "D", and Exhibits "A", "B" and "C".

88. The Contract promises and assures that the First-Class Generator "will power exactly the same items that the [Homeowner's] previous generator was energizing"; that the First-Class Generator, and the installation and maintenance services provided would "protect your home

and family during a power outage”; and makes other substantive descriptions of the product and statements, promises, representations and affirmations of fact or promise.

89. Separately and independently, Generac’s affirmations of facts and promises, and substantive descriptions of the First-Class Generator set forth on its web site are sufficient to provide an express warranty under Florida’s Uniform Commercial Code.

108. The First-Class Generator failed to conform to Generac’s Warranties, including express warranties, affirmations or descriptions, statements, promises, representations and affirmations of fact or promise in the manner described in the General Allegations hereto.

109. Generac breached the express warranties, as the First-Class Generator does not perform in a workmanlike manner or in accordance with applicable standards, resulting in the First-Class Generator not being fit for its intended purpose nor as warranted for merchantability.

110. Generac independently breached the express warranties by failing to deliver to Plaintiff an operable and properly functioning First-Class Generator, and by distributing, marketing, and selling the First-Class Generator in an unreasonably dangerous, defective or non-functioning condition.

111. Generac further breached its Warranties, including the express warranties, by distributing and selling a First-Class Generator that was unsafe for its intended purpose under foreseeable circumstances and failed to fulfill warranties as to merchantability, by causing to be placed in the stream of commerce products that were inoperable and with significant known hazards when used as they were intended, by failing to reasonably inspect and test the First-Class Generator to discover issues with it, and by failing to warn Homeowner of the high likelihood of inoperability and the failure to properly function constituting an unreasonably dangerous condition and a safety hazard.

112. Homeowner notified Generac of these allegations regarding the breaches of Warranties, including the express warranties, to no avail.

113. As a proximate result of Generac's breaches of Warranties, including the express warranties, Homeowner has incurred, and will continue to incur actual direct and consequential damages and costs in an amount not yet known but in excess of this Court's minimal jurisdictional amount, and is entitled to recover same from Generac, including without limitation the full amount paid to Rack Electric and/or Generac and all expenses involving in removing the non-functioning products and all other damage caused by Generac's breaches of Warranties, including the express warranties.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Generac for breaches of Warranties, including the express warranties, and award Plaintiff damages plus prejudgment interest, costs, and all other damages and relief available under applicable law.

COUNT IV: BREACH OF EXPRESS WARRANTY
(Against Rack Electric)

114. Plaintiff incorporates the General Allegations of paragraphs eight (8) and nine (9), eleven (11) through thirteen (13), fifteen (15) through eighteen (18), nineteen (19), twenty-two (22) through twenty-four (24), twenty-six (26), and twenty-seven (27) through fifty-one (51) as if fully set forth herein.

115. Homeowner purchased the mechanical First-Class Generator from Rack Electric, the agent, representative and Authorized Dealer of the manufacturer and distributor, Generac.

116. As seller and installed of the First-Class Generator, Rack Electric placed it in the stream of commerce.

117. Rack Electric had a duty to market, sell and install products that are safe, suitable,

and that are not unreasonably dangerous.

118. In addition to the other express and implied warranties provided by Defendants to Homeowner and those provided by operation of law set forth more fully below, the Homeowner's Contract extends and refers to an express warranty, which affords 10 years of coverage for parts, labor and travel, and Generac's 5 Year Warranty set forth at Exhibit "B" thereto assures the Homeowner that the First-Class Generator and/or its transfer switch system would "be free from defects in material and workmanship" for five (5) years. Generac warranted and promised the Homeowner that it would repair or replace the First-Class Generator upon inspection and verification of defective conditions by Generac or its Authorized Dealer, Rack Electric. (Collectively, all warranties benefiting Homeowner are referred to as "**Warranties**")

119. Rack Electric also provided an express warranty by and through its statements, promises, representations, affirmations of fact or promise, and/or by its description of the products and services promised to the Homeowners, by Generac directly, and by and through its agent, representative and Authorized Dealer, Rack Electric, including those as set forth on Generac's website, which include by are not limited to:

- a) Promising and assuring that Rack Electric possessed installation and maintenance expertise regarding automatic standby generators;
- b) Promising and assuring that Generac's agent, representative and Authorized Dealer, Rack Electric, was fully and expertly trained by Generac and possessed installation and maintenance expertise regarding generators and was Generac's "factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators;"
- c) Promising and assuring that Generac through its agent, representative and Authorized Dealer, Rack Electric would assure the selection, oversight, engineering and installation of a "first in class" "Fully Automatic Standby Emergency Generator" at Plaintiff's home, suitable to provide the home with emergency backup power;
- d) Promising and assuring that "Generac is the #1 standby generator on the market today";
- e) Promising and assuring that the Homeowner would have the use and benefit of a "Generac Designed & Built Engine Purpose-Built" 48kW Generac Generator;

- f) Promising and assuring that the First-Class Generator and/or its transfer switch system would “be free from defects in material and workmanship;”
- g) Promising and assuring that it would repair or replace the First-Class Generator upon inspection and verification of defective conditions by Generac or its Authorized Dealer, Rack Electric;
- h) Promising and assuring “the highest quality service and support for your generator”;
- i) Promising and assuring that the products and services Rack Electric provided to Homeowner would “protect [Homeowner’s] home and family during a power outage”;
- j) Promising and assuring (i) that the Homeowner’s *satisfaction* was its *priority*; (ii) commitment to *resolving* [the Homeowner’s complaints] *promptly*; and (iii) *to assist in any way we can*.

See, Statement, Promises, Representations and Affirmations of Fact or Promise at Exhibit “D”, and Exhibits “A”, “B” and “C”.

120. The Contract promises and assures that the First-Class Generator “will power exactly the same items that the [Homeowner’s] previous generator was energizing”; that the First-Class Generator, and the installation and maintenance services provided would “protect your home and family during a power outage”; and makes other substantive descriptions of the product and statements, promises, representations and affirmations of fact or promise.

121. Separately and independently, Generac’s and Rack Electric’s affirmations of facts and promises, and substantive descriptions of the First-Class Generator set forth on its web site are sufficient to provide an express warranty under Florida’s Uniform Commercial Code.

122. The First-Class Generator failed to conform to Generac’s and Rack Electric’s Warranties, including express warranties, affirmations or descriptions, statements, promises, representations and affirmations of fact or promise in the manner described in the General Allegations hereto.

123. Rack Electric breached the express warranties, as the First-Class Generator does not perform in a workmanlike manner or in accordance with applicable standards, resulting in the First-Class Generator not being fit for its intended purpose nor as warranted for merchantability.

124. Rack Electric independently breached the express warranties by failing to deliver to Plaintiff an operable and properly functioning First-Class Generator, and by distributing, marketing, and selling the First-Class Generator in an unreasonably dangerous, defective or non-functioning condition.

125. Rack Electric further breached its Warranties, including the express warranties, by distributing and selling a First-Class Generator that was unsafe for its intended purpose under foreseeable circumstances and failed to fulfill warranties as to merchantability, by causing to be placed in the stream of commerce products that were inoperable and with significant known hazards when used as they were intended, by failing to reasonably inspect and test the First-Class Generator to discover issues with it, and by failing to warn Homeowner of the high likelihood of inoperability and the failure to properly function constituting an unreasonably dangerous condition and a safety hazard.

126. Homeowner notified Rack Electric of these allegations regarding the breaches of Warranties, including the express warranties, to no avail.

127. As a proximate result of Rack Electric's breaches of Warranties, including the express warranties, Homeowner has incurred, and will continue to incur actual direct and consequential damages and costs in an amount not yet known but in excess of this Court's minimal jurisdictional amount, and is entitled to recover same from Generac, including without limitation the full amount paid to Rack Electric and/or Generac and all expenses involving in removing the non-functioning products and all other damage caused by Generac's breaches of Warranties, including the express warranties.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Rack Electric for breaches of Warranties, including the express warranties, and award Plaintiff damages plus prejudgment interest, costs, and all other damages and relief available under applicable law.

COUNT V: UNEAIR AND DECEPTIVE TRADE PRACTICES
(Against Rack Electric)

128. Plaintiff incorporates the General Allegations of paragraphs nine (9), twelve (12), thirteen (13), fifteen (15) through seventeen (17), nineteen (19), twenty-one (21), twenty-two (22) through twenty-four (24), twenty-six (26), and twenty-seven (27) through fifty-one (51) as if fully set forth herein.

129. This is a claim pursuant to “Florida Deceptive and Unfair Trade Practices Act,” Florida Statute § 501.201 & 501.204, et. sec., which protects Florida’s citizens and homeowners, rendering unlawful any unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce.

130. Defendant is and has been engaged in trade or commerce under section 501.203(8), Florida Statutes, through the behavior alleged in the General Allegations.

131. Homeowner purchased a 48kW generator, designed, manufactured and placed into the stream of commerce by Generac, by and through Generac’s agent, representative and certified factory-authorized Authorized Dealer, Rack Electric.

132. Rack Electric certified, assured and promised the public generally, and the Homeowner in particular, that it was fully and expertly trained by Generac, and that Rack Electric, as Generac’s Authorized Dealer was a “factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators.”

133. Rack Electric promised the Homeowner that they would assure the selection, oversight, engineering and installation of a “first in class” “Fully Automatic Standby Emergency

Generator” at Plaintiff’s home, suitable to provide specified aspects of the home with emergency backup power.

134. Rack Electric assured the Homeowner that “Generac is the #1 standby generator on the market today” and contractually promised Homeowner the use and benefit of a “Generac Designed & Built Engine Purpose-Built” 48kW Generac Generator.

135. As part of Homeowner’s Contract with Rack Electric and its agreement to supply and install a First-Class Generator, Generac issued the Homeowner a 5 Year “Generac Power Systems” Warranty, assuring the Homeowner that the First-Class Generator and/or its transfer switch system would “be free from defects in material and workmanship” for five (5) years; promising the Homeowner that it would repair or replace the First-Class Generator upon inspection and verification of defective conditions by Generac or its Authorized Dealer, Rack Electric.

136. Contractually, Rack Electric professed to assure the Homeowner “the highest quality service and support for your generator” and Rack Electric promised the Homeowner that their services would “protect your home and family during a power outage.”

137. Rack Electric promised and assured the Homeowner: *Your satisfaction is our priority, and we are here to assist in any way we can, and certified that they were committed to resolving this matter promptly.*

138. Accordingly, based upon these representations and assurances, the Homeowner sought and relied upon the guidance, advice and professional design, manufacturing and engineering, installation and maintenance expertise of Generac’s agent, representative and Authorized Dealer possessing installation and maintenance expertise, Rack Electric, in purchasing the First-Class Generator, related maintenance and other products and services warranted, to assure protection during the 2024 Hurricane season and beyond.

139. Unfortunately, Rack Electric failed to (a) have, display or demonstrate adequate training, skill and expertise in the proper application, installation, maintenance and service of Generac automatic standby generators; (b) assure the selection, oversight, engineering and installation of a “first in class” “Fully Automatic Standby Emergency Generator” at Plaintiff’s home, suitable to provide the home with emergency backup power; (c) provide the Homeowner the use and benefit of a First-Class Generator suitable to provide Plaintiff’s home with emergency backup power; (d) provide the Homeowner a First-Class Generator free from defects in material and workmanship; (e) provide the Homeowner “the highest quality service and support for [the] generator” promised; (f) provide products and services to “protect [Homeowner’s home and family during a power outage” as promised; (g) ensure that the [Homeowner’s] *satisfaction* [was its] *priority* as promised; (h) ensure that it was *committed to assist* [the Homeowner] *in any way possible*, as promised; or (i) ensure the “commitment” to resolve the Homeowner’s complaints regarding the First-Class Generator’s failure to function “promptly,” as promised; all of which violate Florida’s “Deceptive and Unfair Trade Practices Act,” embodied within Florida Statute § 501.201 & 501.204, et. sec.

140. Defendant’s conduct was unfair, unconscionable, and deceptive, because it made assurances intended to mislead, and that did mislead Homeowner into purchasing the First-Class Generator by claiming to have adequate training, skill and expertise in the proper application, installation, maintenance and service of Generac automatic standby generators; by assuring the selection, oversight, engineering and installation of a “first in class” “Fully Automatic Standby Emergency Generator” at Plaintiff’s home, suitable to provide the home with emergency backup power; by assuring the Homeowner the use and benefit of a First-Class Generator suitable to provide Plaintiff’s home with emergency backup power; by assuring the Homeowner a First-Class

Generator free from defects in material and workmanship; by promising the Homeowner “the highest quality service and support for [the] generator”; by promising to provide products and services to “protect [Homeowner’s home and family during a power outage”]; and by promising to make the Homeowner’s *satisfaction its priority*; by promising and *committing to assist* the Homeowner *in any way possible* and to resolve the Homeowner’s complaints regarding the First-Class Generator’s failure to function “promptly.”

141. Defendant has engaged in an intentional pattern and practice of misrepresenting the services that they would provide to the public generally, and the Homeowner specifically, including by promising and failing to assure: that it had adequate training, skill and expertise in the proper application, installation, maintenance and service of Generac automatic standby generators; the selection, oversight, engineering and installation of a “first in class” “Fully Automatic Standby Emergency Generator” at Plaintiff’s home suitable to provide the home with emergency backup power; the Homeowner the use and benefit of a First-Class Generator suitable to provide Plaintiff’s home with emergency backup power; the Homeowner a First-Class Generator free from defects in material and workmanship; the Homeowner “the highest quality service and support for [the] generator”; that it would provide products and services to “protect [Homeowner’s home and family during a power outage”]; that it would make the Homeowner’s *satisfaction its priority*; its’ *commitment to assist* the Homeowner *in any way possible* and to resolve the Homeowner’s complaints regarding the First-Class Generator’s failure to function “promptly,” all of which resulted in harm to consumers in the marketplace, including the Homeowner.

142. As a direct and proximate cause and result of Rack Electric’s conduct in violation of Florida’s Deceptive and Unfair Trade Practices Act, Homeowner has and will continue to suffer

actual and consequential damages, including without limitation the full amount paid to Rack Electric, the cost of removal of the inoperable First-Class Generator, the failure to receive the benefit of Homeowner's bargain, and all time lost and expenses incurred personally and through legal fees incurred and caused by Defendant's breach of contract.

143. Plaintiff reserves the right to amend the Complaint at the appropriate time to request punitive damages due to the intentional, willful or grossly negligent conduct of Generac.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Rack Electric for committing Unfair and Deceptive Trade Practices, and award Plaintiff damages, attorney's fees, plus prejudgment interest, costs, and all other damages and relief available under applicable law.

COUNT VI: UNFAIR AND DECEPTIVE TRADE PRACTICES
(Against Generac)

144. Plaintiff incorporates the General Allegations of paragraphs nine (9), ten (10), twelve (12), thirteen (13), fifteen (15) through seventeen (17), twenty-one (21), twenty-two (22) through twenty-four (24), and twenty-seven (27) through fifty-one (51) as if fully set forth herein.

145. This is a claim pursuant to "Florida Deceptive and Unfair Trade Practices Act," Florida Statute § 501.201 & 501.204, et. sec., which protects Florida's citizens and homeowners, rendering unlawful any unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce.

146. Defendant is and has been engaged in trade or commerce under section 501.203(8), Florida Statutes, through the behavior alleged in the General Allegations.

147. Homeowner purchased a 48kW generator, designed, manufactured and placed into the stream of commerce by Generac, by and through Generac's agent, representative and certified

factory-authorized Authorized Dealer, Rack Electric.

148. Generac certified, assured and promised the public generally, and the Homeowner in particular, directly, and by and through its agent, representative and Authorized Dealer, Rack Electric, was fully and expertly trained by Generac, possessed installation and maintenance expertise, and that Rack Electric, was Generac's "factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators."

149. Generac directly, and by and through its agent, representative and Authorized Dealer, Rack Electric, promised the Homeowner that they would assure the selection, oversight, engineering and installation of a "first in class" "Fully Automatic Standby Emergency Generator" at Plaintiff's home, suitable to provide specified aspects of the home with emergency backup power.

150. Generac directly, and by and through its agent, representative and Authorized Dealer, Rack Electric assured the Homeowner that "Generac is the #1 standby generator on the market today" and promised Homeowner the use and benefit of a "Generac Designed & Built Engine Purpose-Built" 48kW Generac Generator.

151. Generac issued the Homeowner a 5 Year "Generac Power Systems" Warranty, assuring the Homeowner that the First-Class Generator and/or its transfer switch system would "be free from defects in material and workmanship" for five (5) years. Generac contractually promised the Homeowner that it would repair or replace the First-Class Generator upon inspection and verification of defective conditions by Generac or its Authorized Dealer, Rack Electric.

152. Generac directly, and by and through its agent, representative and Authorized Dealer, Rack Electric promised the Homeowner "the highest quality service and support for your generator," and that the products and services Generac provided to Homeowner would "protect

[Homeowner's] home and family during a power outage.”

153. Generac directly, and by and through its agent, representative and Authorized Dealer, Rack Electric promised and assured the Homeowner: *Your satisfaction is our priority, and we are here to assist in any way we can, and that it was committed to resolving this matter promptly.*

154. Accordingly, based upon these representations and assurances, the Homeowner sought and relied upon the guidance, advice and professional design, manufacturing and engineering, installation and maintenance expertise of Generac directly, and by and through its agent, representative and Authorized Dealer possessing installation and maintenance expertise, Rack Electric, in purchasing the First-Class Generator, related maintenance and other products and services warranted, to assure protection during the 2024 Hurricane season and beyond.

155. Unfortunately, Generac failed to (a) provide or otherwise ensure that Rack Electric had, received or displayed adequate training and skill in the proper application, installation, and service of Generac automatic standby generators; (b) assure the selection, oversight, engineering and installation of a “first in class” “Fully Automatic Standby Emergency Generator” at Plaintiff’s home, suitable to provide the home with emergency backup power; (c) provide the Homeowner the use and benefit of a First-Class Generator suitable to provide Plaintiff’s home with emergency backup power; (d) provide the Homeowner a First-Class Generator free from defects in material and workmanship; (e) provide the Homeowner “the highest quality service and support for [the] generator” promised; (f) provide products and services to “protect [Homeowner’s home and family during a power outage]” as promised; (g) ensure that the [Homeowner’s] *satisfaction* [was its] *priority* as promised; (h) ensure that it was *committed to assist* [the Homeowner] *in any way possible, as promised*; or (i) ensure the “commitment” to resolve the Homeowner’s complaints

regarding the First-Class Generator's failure to function "promptly," as promised; all of which violate Florida's "Deceptive and Unfair Trade Practices Act," embodied within Florida Statute § 501.201 & 501.204, et. sec.

156. Defendant's conduct was unfair, unconscionable, and deceptive, because it made assurances intended to mislead, and that did mislead Homeowner into purchasing the First-Class Generator by claiming to have adequate training, skill and expertise in the proper application, installation, maintenance and service of Generac automatic standby generators; by assuring the selection, oversight, engineering and installation of a "first in class" "Fully Automatic Standby Emergency Generator" at Plaintiff's home, suitable to provide the home with emergency backup power; by assuring the Homeowner the use and benefit of a First-Class Generator suitable to provide Plaintiff's home with emergency backup power; by assuring the Homeowner a First-Class Generator free from defects in material and workmanship; by promising the Homeowner "the highest quality service and support for [the] generator"; by promising to provide products and services to "protect [Homeowner's home and family during a power outage]"; by promising to make the Homeowner's *satisfaction its priority*; and by promising and *committing to assist* the Homeowner *in any way possible* and to resolve the Homeowner's complaints regarding the First-Class Generator's failure to function "promptly."

157. Defendant has engaged in an intentional pattern and practice of misrepresenting the services that they would provide to the public generally, and the Homeowner specifically, including by promising and failing to assure that it had adequate training, skill and expertise in the proper application, installation, maintenance and service of Generac automatic standby generators; the selection, oversight, engineering and installation of a "first in class" "Fully Automatic Standby Emergency Generator" at Plaintiff's home suitable to provide the home with emergency backup

power; the Homeowner the use and benefit of a First-Class Generator suitable to provide Plaintiff's home with emergency backup power; the Homeowner a First-Class Generator free from defects in material and workmanship; the Homeowner "the highest quality service and support for [the] generator"; that it would provide products and services to "protect [Homeowner's home and family during a power outage"; that it would make the Homeowner's *satisfaction its priority*; its *commitment to assist* the Homeowner *in any way possible* and to resolve the Homeowner's complaints regarding the First-Class Generator's failure to function "promptly," all of which resulted in harm to consumers in the marketplace, including the Homeowner.

158. As a direct and proximate cause and result of Generac's own conduct in violation of Florida's Deceptive and Unfair Trade Practices Act, and by and through its agent, representative and Authorized Dealer, Rack Electric, Homeowner has and will continue to suffer actual and consequential damages, including without limitation the full amount paid to Rack Electric, the cost of removal of the inoperable First-Class Generator, the failure to receive the benefit of Homeowner's bargain, and all time lost and expenses incurred personally and through legal fees incurred and caused by Defendant's breach of contract.

159. Plaintiff reserves the right to amend the Complaint at the appropriate time to request punitive damages due to the intentional, willful or grossly negligent conduct of Generac.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Generac for committing Unfair and Deceptive Trade Practices, and award Plaintiff damages, attorney's fees, plus prejudgment interest, costs, and all other damages and relief available under applicable law.

**COUNT VII: CLAIM FOR INDEMNIFICATION AND TO BE
HELD HARMLESS
(Against Rack Electric)**

160. Plaintiff incorporates the General Allegations of paragraphs six (6) through nine (9), twelve (12), thirteen (13), fifteen (15), sixteen (16), seventeen (17), nineteen (19), twenty-six (26) through fifty-two (52), fifty-four (54), fifty-six (56) through fifty-eight (58) as if fully set forth herein.

161. This is a claim for indemnification and to be held harmless pursuant to Rack Electric's contractual agreement in the Contract "to indemnify and hold harmless [Homeowner]...against all losses, damages, liabilities, deficiencies, claims, actions...interest...cost or expenses of any kind including professional fees and reasonable attorneys fees...to the extent such claims arise out of, relate to, or result from Rack Electric's negligence, abuse, misuse, neglect, failure to maintain or any intervening cause within Rack Electric's control." *Contract, paragraph 3 at Exhibit "A"*

162. Rack Electric certified, assured and promised the public generally, and the Homeowner in particular, that it was fully and expertly trained by Generac, and that Rack Electric, as Generac's Authorized Dealer was a "factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators."

163. Rack Electric promised the Homeowner that they would assure the selection, oversight, engineering and installation of a "first in class" "Fully Automatic Standby Emergency Generator" at Plaintiff's home, suitable to provide specified aspects of the home with emergency backup power.

164. Rack Electric assured the Homeowner that "Generac is the #1 standby generator on the market today" and contractually promised Homeowner the use and benefit of a "Generac Designed & Built Engine Purpose-Built" 48kW Generac Generator.

165. Contractually, Rack Electric professed to assure the Homeowner "the highest

quality service and support for your generator” and Rack Electric promised the Homeowner that their services would “protect your home and family during a power outage.”

166. Rack Electric promised and assured the Homeowner: *Your satisfaction is our priority, and we are here to assist in any way we can*, and certified that they were *committed to resolving this matter promptly*.

167. Accordingly, based upon these representations and assurances and promise to hold Homeowner harmless and to indemnify Homeowner, the Homeowner sought and relied upon the guidance, advice and professional design, manufacturing and engineering, installation and maintenance expertise of Generac’s agent, representative and Authorized Dealer possessing installation and maintenance expertise, Rack Electric, in purchasing the First-Class Generator, related maintenance and other products and services warranted, to assure protection during the 2024 Hurricane season and beyond.

168. Unfortunately, Rack Electric agreed to, and failed to (a) have, display or demonstrate adequate training, skill and expertise in the proper application, installation, maintenance and service of Generac automatic standby generators; (b) assure the selection, oversight, engineering and installation of a “first in class” “Fully Automatic Standby Emergency Generator” at Plaintiff’s home, suitable to provide the home with emergency backup power; (c) provide the Homeowner the use and benefit of a First-Class Generator suitable to provide Plaintiff’s home with emergency backup power; (d) provide the Homeowner a First-Class Generator free from defects in material and workmanship; (e) provide the Homeowner “the highest quality service and support for [the] generator”; (f) provide products and services to “protect [Homeowner’s home and family during a power outage”]; (g) ensure that the [Homeowner’s] *satisfaction [was its] priority*; (h) ensure that it was *committed to assist [the Homeowner] in any*

way possible; or (i) ensure the “commitment” to resolve the Homeowner’s complaints regarding the First-Class Generator’s failure to function “promptly,” as promised.

169. As a direct and proximate cause and result of Rack Electric’s conduct in derogation of its promises, assurances and warranties, Homeowner has and will continue to suffer losses, damages, liabilities, deficiencies, claims, actions, interest, cost or expenses of any kind including professional fees and reasonable attorneys fees, actual and consequential damages, including without limitation the full amount paid to Rack Electric, the cost of removal of the inoperable First-Class Generator, the failure to receive the benefit of Homeowner’s bargain, and all time lost and expenses incurred personally and through legal fees incurred and caused by Defendant’s breach of contract, all of which Rack Electric agreed to indemnify and hold Homeowner harmless from.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Rack Electric pursuant to its’ claim for indemnification and to be held harmless pursuant to Rack Electric’s contractual agreement with Homeowner, and to award Plaintiff damages, attorney’s fees, plus prejudgment interest, costs, and all other damages and relief available under applicable law.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

JECK HARRIS

Attorneys for Plaintiff

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Juno Beach, FL 33408

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By: /s/ David K. Markarian

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Exhibit “A”

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153 NW 16th St, Boca Raton, FL 33432.
561-391-3550

Estimate 55888775
Estimate Date 5/20/2024

Billing Address
ROBO, JAMES

Job Address
ROBO, JAMES

Description of work

- This 48kw generator will power exactly the same items that the previous generator was energizing.
- All switches were reviewed and electrical system appears to be intact.
- Rack Electric will not rewire anything after the existing switches.
- Remove existing 48kw Generator, haul off & replace with new 48 kw Generac Generator, connect existing gas & Electrical.
- Extend existing concrete Generator Pad.
- Due to living in close proximity to the intracoastal, it is recommended that the client considers including the coastal action package with this unit. This is a "Rino-Liner" type product that is coated on all metal parts on the Generator that extends the life of the Generator. If this option is accepted, please ADD \$3,500 to this quote.

Service #	Description	Quantity
48kW Protector QS SCAQMD	<p>Generac Designed & Built Engine Purpose-built exclusively for generators, in Wisconsin, USA*. Utilizes the first in class, dual-valve ultra-low pressure fuel delivery system and intelligent proprietary engine controls that manage over 100 performance functions to ensure peak efficiency in all temperature ranges and elevations. The engine consumes 25% less fuel than previous engines, is capable of operating at the lowest fuel pressure in the industry at 3.5" of water column while still providing excellent motor starting capability. *Assembled in the USA using domestic and foreign parts.</p> <p>True Power™ Technology Delivers utility-grade power quality with less than 5% total harmonic distortion (THD) for clean, smooth operation of sensitive electronics and appliances. Generac controlling its high-efficiency alternator design and production insures industry-leading surge protection, performance, and longevity.</p> <p>Small Footprint Generac liquid-cooled product packs more power into the smallest footprint – ideal when space is a premium. The neutral styling, color and small footprint fits unobtrusively into landscaping.</p> <p>Smart, User-Friendly Controls Generac's Evolution™ Controller is visible and accessible without opening the generator enclosure. The Evolution Controller features a multilingual LCD display that allows users to monitor and track maintenance intervals to ensure your generator is always in top operating condition.</p> <p>18" Offset. Generators Can Be Installed Just 18" From a Structure – ideal for areas with tight lot lines or other space constraints.</p> <p>Tough, Durable All-Aluminum Enclosures: Our RhinoCoat™ powder-coated finish helps make corrosion-resistant aluminum perfect for all weather conditions. Protector units are shielded from the inside out - a durable coating protects the internal frame from rust.</p> <p>Quiet-Test™ Self-Test Mode runs at a lower, quieter RPM for a five or twelve minute test, to ensure the system is running properly while consuming less fuel. Quiet-Test Self-Test mode can be programmed to run weekly, bi-weekly, or monthly.</p> <p>Mobile Link™ Connectivity allows you to monitor the status of your generator from anywhere in the world using a smartphone, tablet, or PC. Easily access information, such as the current operating status and the generator's maintenance schedule. Connect your account to an authorized service dealer for fast, friendly and convenient assistance. Now coming with FREE Mobile Link (on generators made February 2021 or later), allowing you to monitor the status of your generator on a phone, tablet or computer from anywhere in the world.</p> <p>5-Year Limited Warranty for automatic standby generators. Extended warranty options available.</p>	1.00

JAR

Generator Swap Out	Remove existing Generator and Install New Generator as described above including programming, delivery, placement & securing to hurricane rated (175 mph) concrete pad. Terminations included, but wiring and conduit remains as existing.	1.00
Natural Gas Connection	Hook up to natural gas meter located within 10' of proposed generator location	1.00
7169	The Mobile Link Cellular 4G LTE device is easy to use and works in tandem with our cellular partner, Verizon, for broad coverage and more reliable connections. This 4G LTE network also delivers faster download speeds, enabling automatic generator system upgrades over the air and faster delivery of generator condition notifications. The device pairs with our Mobile Link monitoring service, giving homeowners and our dealer partners* frontline access to critical information about their generator's status—24/7—for enhanced peace-of-mind.	1.00
DEW-EXWAR200003	10 Year Extended Limited Warranty for liquid-cooled up to 60kW with the Evolution control (2014) or newer. Warranty covers 10 years parts, labor and travel*. Can be purchased within 12 months of end-user purchase date, which will remain as the start date. Unit must be registered and end-user proof of purchase must be available upon request. *Some exclusions apply. See warranty statement for full details.	1.00
Miscellaneous Items	Miscellaneous items Description: Extend existing concrete pad to accommodate new 48KW footprint.	1.00
Miscellaneous Items	Miscellaneous items Description: Liquid Cooled Maintenance: Includes 3 years of service - 2 visit per year See attached flyer for details.	1.00
Promotional Discount	Home Mag Discount!!!!	1.00
Promotional Discount	- Additional \$500 Discount was approved by GM ON 5/21/2024.	1.00

Potential Savings	\$3,124.50 - \$3,124.50	Sub-Total	\$30,245.00
		Tax	\$0.00
		Total Due	<u>\$30,245.00</u>
		Deposit/Downpayment	\$0.00

Thank you for your business.

JLR

Generac is the #1 standby generator on the market today. RACK ELECTRIC is a factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators, assuring you the highest quality service and support for your generator.

Thank you for the opportunity to offer a Generac automatic standby generator to protect your home and family during a power outage. We will contact you to answer any additional questions and finalize the details of the installation of your automatic standby generator. Please feel free to contact us at +1 (561) 391-3550 at any time.

All quotes are valid for 30 days.

I accept this proposal and wish to proceed with the purchase and installation of my Generac automatic standby generator. Depending on the payment method, purchase is subject to additional terms & conditions, including credit approval.

JAMES L. ROBO 
Customer Name/Signature

5/23/24
Date

Dealer Name/Signature

Date

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of signing this proposal. See the attached notice of cancellation form for an explanation of this right.

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RACK ELECTRIC
153 NW 16TH St.
BOCA RATON, FL. 33432
(561) 391-3550
www.rackelectric.com

GENERATOR CONTRACT TERMS & CONDITIONS

ELECTRICAL SERVICE EQUIPMENT DISCLOSURE: OUR SALESMEN ARE NOT LICENSED GAS OR ELECTRIC TECHNICIANS. THEY PERFORM A VISUAL INSPECTION ON SITE OF THE ELECTRICAL METERS AND PANELS AND ASSESS TO THE BEST OF THEIR KNOWLEDGE THE SIZE OF TRANSFER SWITCH REQUIRED FOR THE INSTALLATION. THEY PROVIDE A QUOTE BASED ON THIS INSPECTION. HOWEVER, VISIBLE SITE CONDITIONS MAY NOT ACCURATELY REPRESENT THE ACTUAL DIMENSION OF THE SERVICE PROVIDED BY THE UTILITY COMPANIES. THIS DETERMINATION CAN ONLY BE MADE BY A CERTIFIED ELECTRICIAN DURING THE PRE-CONSTRUCTION MEETING. DISCREPANCIES BETWEEN ON-SITE VISUAL CONDITIONS AND ACTUAL ELECTRICAL SERVICE DIMENSIONS MAY REQUIRE A MODIFICATION TO THE SIZE OF TRANSFER SWITCH WHICH MAY REQUIRE A MODIFICATION TO THIS QUOTES TOTAL PRICE.

NATURAL GAS LINE DISCLOSURE: THE EXISTING SIZE OF METER AND REGULATOR PROVIDED TO YOUR HOME MAY OR MAY NOT PROVIDE ADEQUATE VOLUME OF SERVICE TO YOUR UNIT, YOUR NATURAL GAS PROVIDER MAY DETERMINE THE NEED TO CHANGE THE SIZE OF THEIR EQUIPMENT WHICH MAY REQUIRE AN ADDITIONAL COST TO BE DETERMINED. HIGH PRESSRE GAS LINES MAY REQUIRE THE INSTALLATION OF INDIVIDUAL REGULATORS ON EACH EXISTING APPLIANCE. OUR SALESMEN ARE NOT LICENSED GAS INSTALLERS, THEIR QUOTE IS BASED ON EXISTING CONDITIONS WHICH MAY REQUIRE CHANGES AFTER PRE-CONSTRUCTION MEETING.

PROPANE TANK PURCHASE: WE DO NOT LEASE TANKS; YOU OWN THE TANK ONCE THE CONTRACT HAS BEEN FULFILLED. INITIAL TANK FILL WILL BE BILLED BY RACK ELECTRIC AT MARKET PRICE. TANKS MUST BE FILLED IN ORDER TO PASS FINAL INSPECTIONS. LOCATION OF TANK(S) WILL BE DETERMINED BY LICENSED GAS INSTALLER UPON RECEIPT OF SURVEY AND PRE-CONSTRUCTION MEETING.

FLOOD LEVEL DISCLOSURE: YOUR LOCAL BUILDING DEPARTMENT MAY REQUIRE ADDITIONAL INFORMATION. WHEN AN ELEVATION CERTIFICATE IS NOT AVAILABLE AT THE TIME OF THE QUOTE, A POURED CONCRETE UPGRADE MAY BE REQUIRED IN ORDER TO ELEVATE THE GENERATOR UNIT ABOVE FLOOD LEVELS IN THE AREA AS WELL AS AN ELEVATION CERTIFICATE WHICH MAY REQUIRE A MODIFICATION TO THIS QUOTES TOTAL PRICE.

INSPECTIONS DISCLOSURE: ALL OUR WORK IS DESIGNED, PERMITTED, AND INSTALLED IN COMPLIANCE WITH LOCAL CODES. AS PART OF THE INSTALLATION PROCESS, THE LOCAL AUTHORITIES SEND INSPECTORS TO REVIEW THE JOB. INSPECTORS MAY FIND ON SITE EXISTING CONDITIONS UNRELATED TO THE GENERATOR INSTALLATION THAT MAY OR MAY NOT BE IN COMPLIANCE WITH CURRENT CODE, AND IN SOME INSTANCES, THEY MAY ISSUE CODE VIOLATION NOTICES REQUIRING IMMEDIATE ATTENTION FROM THE CUSTOMER. IN NO CIRCUMSTANCE WILL RACK ELECTRIC BE LIABLE OR HAVE ANY CORRECTIVE RESPONSIBILITIES TOWARDS WORK IT HAS NOT EXECUTED ON SITE. WE WILL REQUIRE A SIGNED CHANGE ORDER TO CORRECT THIS WORK.

ELECTRICAL APPLIANCES DISCLOSURE: Damages can be caused to appliances or equipment during the disconnection and reconnection of the power and are the responsibility of the owner. Our installers take the necessary precautions to avoid damages.

1. DEFINITIONS: "Customer" means the person or entity identified as such on the first page of the contract, including any representative, agent, officer, or employee thereof. "Equipment" means any one or more of the items identified as such on the contract, and shall include any accessories, attachments or other similar items delivered to Customer, such as, but not limited to, generators, transfer switches, electric cords, gas or propane regulators, liquid fuel tanks, nozzles, and other similar items. "Rack Electric" means John J. Rack Inc. EC 13002600 dba Rack Electric its partners, company, shareholders, subsidiaries, & other affiliated companies identified on the front page from which the Customer has purchased the Equipment.

2. CUSTOMER INDEMNIFICATION: Customer agrees to indemnify and hold harmless Rack Electric and Its managers, officers, directors, employees, agents, affiliates, sub-contractors, and successors, against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, cost, or expenses of any kind including professional fees and reasonable attorney fees, to the extent that such claims arise out of, relate to, or result from customer's negligence, abuse, misuse, neglect, willful misconduct, failure to maintain, damage from storms and any independent intervening cause outside of Rack Electric's control.

3. RACK ELECTRIC INDEMNIFICATION: Rack Electric agrees to indemnify and hold harmless Customer and its managers, officers, directors, employees, agents, affiliates, sub-contractors and successors, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, cost or expenses of any kind including professional fees and reasonable attorney fees, to the extent that such claims arise out of, relate to, or result from Rack Electric's negligence, abuse, misuse, neglect, willful misconduct, failure to maintain, and any intervening cause within Rack Electric's control.



RACK ELECTRIC
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BOCA RATON, FL. 33432
(561) 391-3550
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4. USE OF EQUIPMENT: Customer will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not qualified to operate the Equipment. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances, and regulations that may apply to the use of the Equipment. Customer agrees to routinely and timely check filters, oil, and fluid levels, and to routinely and timely clean and visually inspect the equipment. It is customers' responsibility to maintain proper fluid levels in all batteries. Rack Electric is not responsible for blown fuses. Generators that are running over time will need oil checked daily and oil must be added as needed. Customer acknowledges that Rack Electric has no responsibility to inspect the Equipment while it is in Customer's possession. Customer is responsible for fuel used and for any environmental risk, including proper disposal of any waste products.

5. MALFUNCTIONING EQUIPMENT: Should the Equipment become unsafe, malfunction, or require repair, Customer will immediately cease using such Equipment and immediately notify Rack Electric and/or an Authorized dealer. Rack Electric has no obligation to replace equipment rendered inoperable by misuse, abuse, or neglect.

6. REASONABLE WEAR AND TEAR: Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a normal basis. The following shall "not" be deemed reasonable wear and tear (a) damage resulting from lack of lubrication or maintenance of necessary oil and water; and (b) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment. It is customer's responsibility to service the Equipment and to perform preventive maintenance as required in the manufacturer's operation and maintenance manual. We offer multiple programs for your maintenance needs.

7. DEPOSIT: Customer agrees that any deposit and signed contract shall be deemed to be a guarantee by Customer of the full and complete performance of each and all the terms, covenants, and agreements to be performed by Customer hereunder. In the event of any breach by Customer thereof said deposit will be credited against any damages, costs or expenses incurred by Rack Electric because of such breach. In addition, if the contract for any reason is cancelled by customer the deposit becomes forfeited. All Credit card payments are subject to a 3% surcharge.

8. PAYMENT: All sales will require 35% of the total contracted amount as a down payment; 50% of the total contracted amount due on the 1ST day of install; and the remaining 15% of the contracted amount plus permit fees and any change orders due upon startup and activation of the generator. Customer and Rack Electric agree that if payment is not made upon completion there shall be added to all past due Final Payments a late payment fee equal to the lesser of 2% per month (24% per, annum), or the maximum amount allowed by applicable law. All Credit card payments are subject to a 3% surcharge.

9. FAILURE TO DELIVER: Customer releases and discharges Rack Electric from all liability or damages including consequential and special damages which might be caused by Rack Electric's failure or inability to deliver any Equipment by any specified date or time.

10. FORCE MAJEURE: Customer hereby agrees and acknowledges that Rack Electric will not in any way be responsible for any acts, occurrences, or events that are caused by some third party or act of nature, including, but not limited to, Customer, that may affect, disrupt, or terminate this Agreement and thereby prevent Rack Electric's employees from performing the services contemplated hereunder.

11. DEFAULT: Should Customer in anyway fail to perform, observe, or keep any provision of this Agreement, Rack Electric may at its option do any or all of the following: (a) terminate this agreement; (b) declare the entire sale immediately due and payable and commence legal action; therefore, (c) retake possession of the Equipment, or (d) pursue any other remedies available by law.

12. REPOSSESSION OF EQUIPMENT: In the event of any actual or anticipatory breach by Customer, Rack Electric employees or agents may, without notice or legal process, go upon Customer's property and take all action necessary to repossess the Equipment. Customer grants Rack Electric a limited license for ingress and egress upon customer's real property for purposes of repossession of sold Equipment and waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Rack Electric in retaking the Equipment.

13. ARBITRATION: All legal dispute between the customer and Rack Electric, by signing this contract, is agreed that these matters will be handled and resolved through a third-party arbitrator. The Arbitrator's decision is final and binding.

14. FLORIDA LAW: Any disputes or legal action shall be governed under the laws of the State of Florida, and shall be heard in a tribunal located in Palm Beach County.

15. AUTHORITY TO SIGN: Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this agreement as or for the Customer.



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WARRANTIES: ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED EXCEPT FOR MANUFACTURER'S LIMITED WARRANTY

*Customer acknowledges that generators under normal usage and operation can burn up to 1 ounce of oil per hour of oil and all fluid levels must be regularly inspected. ***

**Rack Electric scope of work does not include the repairs of landscaping, driveways, concrete, exterior siding (which includes but is not limited to stucco, drywall, trim, etc.) or sprinklers. Rack Electric does not perform any construction or services not included in the signed project proposal. Customer agrees that it will not withhold timely payments for the acquisition of additional items needed to complete the project, repairs for any items listed above or for completion of inspections that are out of Rack Electric's control.

*** Air cooled generators will NOT power electric heat. ***

NOT A CERTIFIED COPY

RACK ELECTRIC SHALL NOT BE RESPONSIBLE FOR APPLYING FOR OR SUBMITTING ANY REQUIRED DOCUMENTATION FOR MANUFACTURER'S PROMOTIONS. IT IS THE CONSUMER'S SOLE RESPONSIBILITY TO APPLY FOR ANY AND ALL PROMOTIONS BY MANUFACTURER. MANUFACTURER'S PROMOTIONS ARE BETWEEN MANUFACTURER AND CONSUMER. RACK ELECTRIC IS NOT RESPONSIBLE TO ENSURE SAID PROMOTIONS ARE GIVEN.



 Customer

5/23/24

 Date

I confirm that I have read and understand the information above.

Exhibit “B”

NOT A CERTIFIED COPY

Generac Power Systems 5 Year (5M) Limited Warranty for Residential and Commercial Standby Generators

For the period of warranty noted below, and upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator and/or transfer switch system will be free from defects in material and workmanship for the terms and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Independent Authorized Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Independent Authorized Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Five (5) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage Year(s)	1-2	3	4-5
	Parts, Labor and Limited Travel	Parts Only	Major Parts Component Only ¹

¹ Major Component coverage is on engine (short block) and alternator (rotor and stator) parts only in years four and five.

Guidelines:

1. Warranty begins upon the successful start-up and/or on-line activation of the unit.
2. Unit must be registered and proof of purchase available
3. Any and all warranty repairs and/or concerns must be performed and/or addressed by an Independent Authorized Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Independent Authorized Service Dealers not authorized in writing by Generac will not be covered.
4. This Warranty is transferable between ownership of original install site.
5. Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
6. Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
7. Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.
8. Warranty only applies to permanently wired and mounted units.
9. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
10. Proof of performance of all required maintenance must be available.
11. Travel allowance is limited to 100 miles maximum and three (3) hours maximum (per occurrence, whichever is less) round trip from the nearest Independent Authorized Service Dealer. Any additional travel required will not be covered.

The following will NOT be covered by this warranty:

1. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Damage/failures to the generator and/or transfer switch system caused by accidents, shipping, handling, or improper storage.
3. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.
4. Damage to the generator and/or transfer switch due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/antifreeze.
5. Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent, reptile, and/or insect infestation.
6. Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).
7. Planes, ferries, railroad, buses, helicopters, snowmobiles, snowcats, off-road vehicles or any other mode of transport deemed not standard by Generac.
8. Products that are modified or altered in a manner not authorized by Generac in writing.
9. Starting batteries, fuses, light bulbs, engine fluids and any related labor.
10. Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
11. Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Independent Authorized Service Dealer for definitions.
12. Shipping costs associated with expedited shipping.
13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
14. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
15. Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS FROM UNDER APPLICABLE LAW.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For Service or other product inquiries in Australia, please contact Allpower by phone at 1800-333-428 or visit Allpower's website at www.allpower.com.au.

FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply. For Service or other product inquiries in New Zealand, please contact Allpower by phone at 09-269-1160 or visit Allpower's website at www.allpower.com.nz.

**GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851**

**To locate the nearest Independent Authorized Service Dealer and to download schematics, exploded views and parts lists
visit our website: www.generac.com**

Garantía limitada extendida de 5 años (5M) de Generac Power Systems para los generadores de respaldo residenciales y comerciales

Durante el período de garantía indicado abajo y desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que su sistema de generador y/o interruptor de transferencia estará libre de defectos de material y/o mano de obra para los ítems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un concesionario de servicio autorizado de Generac, se determine que es o son defectuosas(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el concesionario de servicio autorizado de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones.

Cobertura de la garantía: El período de cobertura de la garantía es de cinco (5) años o dos mil (2000) horas, lo que ocurra primero.

Cobertura de la garantía en el o los año(s)	1-2	3	4-5
EE. UU., Territorios de EE. UU., Canadá	Sobre piezas, mano de obra y gastos de viaje limitados	Solo piezas	Solo componentes de piezas principales
Internacional ¹	Sobre piezas, mano de obra y gastos de viaje limitados	Solo piezas	Ninguno

¹Las unidades vendidas para uso internacional están limitadas a 1000 horas de uso.

Directrices:

- La garantía comienza con la puesta en marcha y/o activación exitosa en línea de la unidad.
- La unidad debe estar registrada y tener prueba de compra disponible
- Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un concesionario de servicio autorizado o certificado de Generac, o una sucursal de este. Las reparaciones o los diagnósticos efectuados por personas diferentes de los concesionarios de servicio autorizados o certificados de Generac, no autorizados por escrito por Generac, no serán cubiertos.
- Esta garantía es transferible entre propietarios del sitio de instalación original.
- Los calentadores de refrigerante del motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
- Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
- Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muestras, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.
- La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
- Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
- Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
- Las asignaciones para viaje están limitadas a 100 millas como máximo y tres (3) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el concesionario de servicio autorizado de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.

Lo siguiente NO será cubierto por esta garantía:

- Los costes del mantenimiento normal (es decir: afinaciones, pieza[s] relacionada[s], ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
- Los daños/fallos del sistema de generador y/o interruptor de transferencia causados por accidentes, envío, manipulación, o almacenamiento incorrecto.
- Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
- Daño al generador y/o el interruptor de transferencia debido al uso de piezas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados.
- Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
- Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, málacates, elevadores, etc.).
- Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.
- Los productos que sean modificados o alterados en forma no autorizada por Generac por escrito.
- Las baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
- Los gabinetes de acero que se corroen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.
- Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un concesionario autorizado de Generac para obtener las definiciones.
- Los costes de envío asociados con envío urgente.
- Los costes adicionales por horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo normal.
- Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
- Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tomado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNOS ESTADOS NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNOS ESTADOS NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. USTED TAMBIÉN TIENE OTROS DERECHOS QUE VARIAN EN DIFERENTES ESTADOS.

SOLO PARA AUSTRALIA: Nuestros productos se entregan con garantías que no pueden ser excluidas según la Australian Consumer Law (Ley australiana de consumidores). Usted tiene derecho a sustitución o reembolso por un fallo mayor y a compensación por cualquier otra pérdida o daño razonable previsible. Usted también tiene derecho a que los bienes sean reparados o sustituidos si los bienes no son de calidad aceptable y la falla no llega a ser un fallo mayor. Para consultas sobre servicio u otros productos en Australia, comuníquese con Allpower por teléfono al 1800-333-428 o visite el sitio Web de Allpower en www.allpower.com.au.

SOLO PARA NUEVA ZELANDA: Nada de esta declaración de garantía excluye, restringe o modifica ninguna condición, derecho de garantía o solución que, conforme a la legislación de Nueva Zelanda (Comunidad o Estado), incluso la Fair Trading Practices Act (Ley de transacciones comerciales justas) de 1986 o la Consumer Guarantees Act (Ley de garantías de los consumidores, "CGA") de 1993, se aplique a esta garantía limitada y por lo tanto no puede ser sometida a exclusiones, restricciones o modificaciones. Nada de esta declaración tiene el propósito de tener efecto de contratar fuera de las previsiones de la CGA, excepto con el alcance permitido por la ley y estos términos se deben modificar con el alcance necesario para hacer efectiva esta intención. Si adquiere bienes de Generac Power Systems o alguno de sus revendedores y distribuidores autorizados con propósitos comerciales, entonces, conforme a la sección 43(2) de la CGA, se acuerda que no se aplican las previsiones de la CGA. Para consultas sobre servicio u otros productos en Nueva Zelanda, comuníquese con Allpower por teléfono al 09-269-1160 o visite el sitio Web de Allpower en www.allpower.com.nz.

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Para ubicar el concesionario autorizado más cercano y descargar diagramas esquemáticos, despieces y listas de piezas
visite nuestro sitio Web: www.generac.com

Garantie limitée de 5 ans (5M) de Generac Power Systems sur les générateurs de secours résidentiels et commerciaux

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur ou son commutateur de transfert seront exempts de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après son évaluation, son inspection et sa mise à l'essai par Generac ou un fournisseur de services d'entretien agréé de Generac. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé de Generac le plus près. Les composantes relatives aux émissions ne sont pas couvertes en vertu de la présente garantie. La couverture des composantes relatives aux émissions est détaillée dans une garantie distincte.

Couverture de la garantie : La période de garantie est de cinq (5) ans ou de deux mille (2 000) heures, selon la première éventualité.

Période de garantie	1-2	3	4-5
États-Unis, territoires des États-Unis, Canada	Pièces, main-d'œuvre et couverture limitée des déplacements	Pièces seulement	Composantes des principales pièces uniquement
International ¹	Pièces, main-d'œuvre et couverture limitée des déplacements	Pièces seulement	Aucune

¹ La couverture des appareils vendus sur le marché international est limitée à 1 000 heures d'utilisation.

Lignes directrices :

- La période de garantie débute dès le démarrage réussi de l'appareil ou dès l'activation en ligne de l'appareil.
- L'appareil doit être enregistré, et la preuve d'achat doit être présentée sur demande.
- Toute réparation sous garantie doit être effectuée par un fournisseur de services d'entretien agréé ou certifié de Generac ou l'une de ses succursales et toute préoccupation doit être également traitée par un fournisseur de services d'entretien agréé ou certifié de Generac ou l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés ou certifiés de Generac qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
- La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
- Les chauffe-liquides de refroidissement du moteur (chauffe-moteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie.
- Generac peut choisir, à sa seule discrétion, de réparer, de remplacer ou de rembourser une pièce d'équipement.
- Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, les éraflures, les bosses ou les égratignures au boîtier peint doivent être réparées sans délai par le propriétaire.
- La garantie s'applique uniquement aux appareils montés et câblés en permanence.
- Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
- Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
- La présente garantie couvre les déplacements aller-retour d'un maximum de 160 km (100 miles) et de trois (3) heures (par déplacement, selon le moindre des deux) à partir du lieu où est établi le fournisseur de services d'entretien agréé de Generac le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.

Les éléments suivants ne seront PAS couverts par la présente garantie :

- Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et démarrage).
- Les dommages ou défaillances du générateur ou du commutateur de transfert causés par un accident, le transport, la manutention ou un entreposage inadéquat.
- Les dommages ou les défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
- Les dommages au générateur ou au commutateur de transfert causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore par le manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
- Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs, de reptiles ou d'insectes.
- L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.).
- Les avions, les traversiers, les trains, les autobus, les hélicoptères, les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.
- Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
- Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe.
- Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
- Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « monté sur remorque » ou « unité de location ». Communiquez avec un fournisseur de services d'entretien agréé Generac pour obtenir les définitions de ces termes.
- Les coûts d'expédition liés à l'expédition accélérée.
- Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
- Tout dommage accessoire, subséquent ou indirect causé par une défaillance en matériel et en fabrication ou par tout retard dans la réparation ou le remplacement d'une ou de plusieurs pièces défectueuses.
- Les défaillances causées par un cas de force majeure ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation raisonnablement hors du contrôle du fabricant.

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE. CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDICÉ PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENUE RESPONSABLE DE DOMMAGES ACCESSOIRES OU SUBSEQUENTS, MÊME SI CES DOMMAGES RESULTENT DIRECTEMENT DE LA NÉGLIGENCE DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÈRE DES DROITS LÉGAUX SPÉCIFIQUES. VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS QUI VARIENT SELON L'ÉTAT OU LA PROVINCE.

POUR L'Australie UNIQUEMENT : Nos produits sont fournis avec des garanties qui ne peuvent être exclues en vertu de la loi australienne sur la consommation (Australian Consumer Law). Vous avez droit à un remplacement ou à un remboursement pour une défaillance majeure et à une indemnisation pour toute autre perte ou tout dommage raisonnablement prévisible. Vous disposez également d'un droit à la réparation ou au remplacement si les produits ne sont pas d'une qualité acceptable et si cette défaillance n'est pas considérée comme majeure. Pour tout renseignement supplémentaire sur les produits ou sur le service en Australie, veuillez communiquer avec Allpower par téléphone au 1 800-333-428 ou vous rendre sur le site Internet d'Allpower à cette adresse : www.allpower.com.au.

POUR LA NOUVELLE-ZÉLANDE UNIQUEMENT : Cette garantie n'exclut, ne restreint ni ne modifie aucune condition, aucun droit de garantie ou recours qui, conformément à la législation de Nouvelle-Zélande (Commonwealth ou Etat), y compris la loi sur la pratique commerciale loyale de 1986 (Fair Trading Practices Act) ou la loi sur la protection du consommateur de 1993 (CGA ou Consumer Guarantees Act), s'applique à cette garantie limitée et ne peut pas être exclue, restreinte ou modifiée. Cette garantie n'est en aucun cas destinée à contourner les dispositions de la CGA, sauf dans la mesure permise par cette loi, et ces termes doivent être modifiés dans la mesure nécessaire pour donner effet à cette intention. Si vous faites l'acquisition d'un produit de Generac Power Systems ou d'un de ses distributeurs et revendeurs autorisés à des fins commerciales, alors, conformément à l'article 43(2) de la CGA, il est convenu que les dispositions de la CGA ne s'appliquent pas. Pour tout renseignement supplémentaire sur les produits ou sur le service en Nouvelle-Zélande, veuillez communiquer avec Allpower par téléphone au 09-269-1160 ou vous rendre sur le site Internet d'Allpower à cette adresse : www.allpower.com.nz.

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Pour trouver le fournisseur agréé le plus près et pour télécharger les schémas, les vues éclatées et les listes de pièces, visitez notre site Web : www.generac.com

5-летняя ограниченная гарантия компании Generac Power Systems на резервные генераторы бытового и промышленного назначения

В течение срока гарантии, указанного ниже, и после успешного запуска и (или) онлайн активации устройства компания Generac Power Systems, Inc. («Generac») гарантирует, что её генератор и (или) система перекидного переключателя не будут иметь дефектов материала и дефектов изделий вследствие небрежности изготовления в течение срока, указанного ниже. Компания Generac по своему усмотрению будет осуществлять ремонт или замену любых деталей, которые после оценки, проверки и испытания компанией Generac или независимым сертифицированным сервисным дилером будут признаны дефектными. Любое оборудование, по поводу дефектности которого покупатель или владелец предъявляет претензии, должно быть оценено ближайшим независимым сертифицированным сервисным дилером. Детали системы выхлопа исключены из данной расширенной гарантии. Подробные сведения о распространении гарантии на токсичность выхлопа приведены в отдельной гарантии на токсичность выхлопа.

Действие гарантии: срок действия гарантии составляет 5 (пять) лет или 2000 (две тысячи) часов, в зависимости от того, что наступит раньше.

Распространение гарантии по годам	1-2	3	4-5
	Детали, выполнение работ и ограниченные проездные расходы	Только детали	Только крупные узлы деталей ¹

¹Понятие крупных узлов распространяется на детали двигателя (короткий блок) и генератора переменного тока (ротор и статор) в течение четвёртого и пятого годов.

Принципы:

- Гарантия начинает действовать после успешного запуска и (или) онлайн активации устройства.
- Устройство должно быть зарегистрировано, и должно быть предоставлено подтверждение факта покупки.
- Все и любые гарантийные ремонты и (или) вопросы, вызывающие озабоченность, должны выполняться и (или) рассматриваться независимым сертифицированным сервисным дилером или его филиалом. На ремонты или диагностику, выполняемые лицами, которые не являются независимыми сертифицированными сервисными дилерами и которые не получили разрешение компании Generac в письменной форме, гарантия не распространяется.
- Гарантия подлежит передаче при смене владельца места первоначальной установки.
- На поставляемые компанией Generac обогреватели охлаждающей жидкости двигателя (обогреватели блока цилиндров), органы управления обогревателем и циркуляционные насосы гарантия распространяется только в течение первого года гарантийного периода.
- Компания Generac имеет право на своё усмотрение производить ремонт, замену или возмещение стоимости оборудования.
- Корпуса имеют гарантию от появления ржавчины только в течение первого года владения. За повреждения, полученные после получения генератора, несёт ответственность владелец, и настоящая гарантия на них не распространяется. Трещины, царапины или вытиины на окрашенной поверхности корпуса должны устраняться владельцем немедленно.
- Гарантия распространяется только на смонтированные устройства со стационарной проводкой.
- Повреждение любого из гарантийных компонентов и косвенные убытки вследствие использования деталей сторонних производителей гарантией не покрываются.
- Должно быть предоставлено подтверждение проведения всего требуемого технического обслуживания.
- Ограничение по проездным расходам составляет 100 миль максимум и 3 (трёх) часов максимум (на событие в зависимости от того, что меньше) в оба конца от ближайшего независимого сертифицированного сервисного дилера. Любые другие дополнительные проездные расходы не покрываются.

Настоящая гарантия не распространяется на следующее:

- Расходы на стандартное техническое обслуживание (т. е. на наладку, сопряжённые детали, регулировку, ослабленные/протекающие хомуты, монтаж и ввод в эксплуатацию).
- Повреждение/неисправности генератора и (или) системы перекидного переключателя, возникшие вследствие несчастных случаев, перевозки, погрузки-разгрузки или ненадлежащего хранения.
- Повреждения/неисправности, вызванные использованием ненадлежащего топлива, эксплуатацией на скоростях и с нагрузками, отличными от рекомендованных или указанных компанией Generac Power Systems.
- Повреждение генератора и (или) перекидного переключателя вследствие использования деталей и (или) оборудования, не являющихся продукцией компании Generac, использования загрязнённого топлива, масел, охлаждающих жидкостей/антифриза, либо отсутствия требуемого топлива, масла или охлаждающих жидкостей/антифриза.
- Неисправности, связанные с нормальным износом, несчастным случаем, неправильным применением, злоупотреблением, халатностью или неправильным монтажом, неправильным определением размера либо с повреждениями, нанесёнными грызунами, пресмыкающимися и (или) насекомыми.
- Арендное оборудование, используемое во время гарантийного ремонта, и (или) нештатное оборудование, используемое для снятия и (или) повторного монтажа генератора (т. е. краны, лебёдки, подъёмники и т. п.).
- Транспортировку самолётами, паромом, железной дорогой, автобусами, вертолётами, снегомобилями, снегоходами, внедорожной техникой или другими способами транспортировки, которые компания Generac считает нестандартными.
- Продукцию, модифицированную или изменённую способом, на который не было получено разрешение компании Generac в письменной форме.
- Пусковые батареи, плавкие предохранители, лампы накаливания, жидкости для двигателя и любые работы, связанные с ними.
- Стальные корпуса, поржавевшие в результате неправильного монтажа, размещения в неблагоприятных условиях окружающей среды или в условия воздействия солёной воды, либо поцарапанные таким образом, что была нарушена целостность нанесённой краски.
- Устройства, проданные, оценённые или используемые в целях «Prime Power» (Основное питание), «Trailer Mounted» (Для монтажа на тележке) или «Rental Unit» (Устройство для сдачи в аренду) в соответствии с определением данных терминов компанией Generac. Для получения информации, касающейся определения терминов, обращайтесь к независимому сертифицированному сервисному дилеру.
- Затраты на транспортировку, связанную с ускоренной доставкой.
- Дополнительные расходы, связанные с оплатой сверхурочной работы, работы в выходные дни, срочным ремонтом в нерабочее время.
- Любые случайные, последующие или косвенные повреждения, возникшие вследствие дефектов материалов или небрежности изготовления, или любой задержки в ремонте, или замене дефектной детали(ей).
- Неисправности, вызванные любыми стихийными бедствиями или внешним воздействием, включая без ограничений пожар, кражу, замерзание, военные действия, попадание молнии, землетрясение, шторм, град, воду, торнадо, ураган, которые находятся вне контроля и производителя.

НАСТОЯЩАЯ ГАРАНТИЯ ЗАМЕНЯЕТ ВСЕ ДРУГИЕ ГАРАНТИЙНЫЕ ОБЯЗАТЕЛЬСТВА, ПРЯМО ВЫРАЖЕННЫЕ ИЛИ ПОДРАЗУМЕВАЕМЫЕ. В ЧАСТНОСТИ, КОМПАНИЯ GENERAC НЕ ПРЕДОСТАВЛЯЕТ НИКАКИХ ДРУГИХ ГАРАНТИЙ, КАСАЮЩИХСЯ КОММЕРЧЕСКОГО КАЧЕСТВА ОБОРУДОВАНИЯ ИЛИ ЕГО ПРИГОДНОСТИ ДЛЯ КАКОЙ-ЛИБО КОНКРЕТНОЙ ЦЕЛИ. ПЕРИОД ДЕЙСТВИЯ КАКИХ-ЛИБО КОСВЕННЫХ ГАРАНТИЙ, ОБЕСПЕЧИВАЕМЫХ ЗАКОНОДАТЕЛЬСТВОМ, ОГРАНИЧИВАЕТСЯ УСЛОВИЯМИ ЯВНО ВЫРАЖЕННОЙ ГАРАНТИИ, ПРЕДОСТАВЛЕННОЙ В НАСТОЯЩЕМ ДОКУМЕНТЕ. ЗАКОНОДАТЕЛЬСТВО НЕКОТОРЫХ ГОСУДАРСТВ НЕ ОГРАНИЧИВАЕТ ДЛИТЕЛЬНОСТЬ КОСВЕННОЙ ГАРАНТИИ, ПОЭТОМУ ВЫШЕУКАЗАННОЕ ОГРАНИЧЕНИЕ МОЖЕТ НЕ ПРИМЕНЯТЬСЯ ПО ОТНОШЕНИЮ К ВАМ. В ОБЯЗАННОСТИ КОМПАНИИ GENERAC ВХОДИТ ТОЛЬКО РЕМОНТ ИЛИ ЗАМЕНА ВЫШЕУКАЗАННЫХ ДЕТАЛЕЙ. НИ ПРИ КАКИХ ОБСТОЯТЕЛЬСТВАХ КОМПАНИЯ GENERAC НЕ НЕСЁТ ОТВЕТСТВЕННОСТИ ЗА ЛЮБУЮ СЛУЧАЙНУЮ ИЛИ КОСВЕННУЮ УЩЕРБ, ДАЖЕ ЕСЛИ ТАКОЙ УЩЕРБ ЯВЛЯЕТСЯ ПРЯМЫМ РЕЗУЛЬТАТОМ ХАЛАТНОСТИ КОМПАНИИ GENERAC. ЗАКОНОДАТЕЛЬСТВО НЕКОТОРЫХ ГОСУДАРСТВ НЕ РАЗРЕШАЕТ ИСКЛЮЧАТЬ ИЛИ ОГРАНИЧИВАТЬ СЛУЧАЙНЫЙ ИЛИ КОСВЕННЫЙ УЩЕРБ, ПОЭТОМУ ВЫШЕУКАЗАННОЕ ОГРАНИЧЕНИЕ МОЖЕТ НЕ ПРИМЕНЯТЬСЯ ПО ОТНОШЕНИЮ К ВАМ. НАСТОЯЩАЯ ГАРАНТИЯ ПРЕДОСТАВЛЯЕТ КОНКРЕТНЫЕ ЮРИДИЧЕСКИЕ ПРАВА. ДЕЙСТВУЮЩЕЕ ЗАКОНОДАТЕЛЬСТВО МОЖЕТ ПРЕДОСТАВЛЯТЬ ДРУГИЕ ПРАВА.

ТОЛЬКО ДЛЯ АВСТРАЛИИ. Наши товары поставляются с гарантией, которая не может быть исключена по австралийскому Закону о защите потребителей. Вам предоставляется право на замену или возмещение стоимости при серьёзной неисправности, а также на компенсацию за разумные предвидимые потери и убытки. Вам также предоставляется право на ремонт или замену, если товары оказались неприемлемого качества и неисправность не считается существенной неисправностью. По вопросам, касающимся обслуживания в Австралии и запросов данных о продукции, обращайтесь в компанию Allpower по тел.: 1800-333-428 или посетите веб-сайт компании Allpower (www.allpower.com.au).

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GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Тел.: (888) GENERAC (436-3722) • Факс: (262) 544-4851

Местонахождение ближайшего независимого сертифицированного сервисного дилера, а также доступные для загрузки принципиальные схемы, изображения в разобранном виде и перечни запасных частей
можно найти на веб-сайте компании: www.generac.com

Exhibit “C”

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SINCE 1994

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GENERAC POWER PRO PREMIER

KOHLER Generators

NAPLES P: 239-300-3157 | F: 561-892-3801

BOCA RATON 153 NW 16TH STREET BOCA RATON, FLORIDA 33432 P: 561-391-3550 | F: 561-892-3801

GENERATOR DIVISION SCHEDULED MAINTENANCE AGREEMENT

LIQUID COOLED SERVICE PLAN DETAILS 48-100KW- 2 VISITS YEARLY

Table with 2 columns: Service Item, Frequency. Includes Full Inspection (2X YEAR), Fluid & Filter Replacement (1X YEAR), Parts & Labor (5% Parts Discounts), Generator Test Under Load (2X YEAR), Emergency Response Time (24Hr), Exterior Wax (2X YEAR).

RACK ELECTRIC SERVICE AGREEMENT DETAILS FOR 48-100KW- 2VISITS YEARLY

Rack Electric will maintain a complete service history and service procedure data, available at your request. Contract starts the day we process this contract. This maintenance agreement does not cover repairs, diagnostics, additional work or visits outside of those listed below.

Upon request, after each inspection, Rack Electric will provide a written report detailing the conditions found and advising further service required if necessary.

Inspections to be performed during normal business hours 8:00 AM to 4:00 PM. After-hour inspections can be performed at an additional charge.

It is understood that each inspection includes the items shown on the attached points of inspection list. It does not include parts, labor for installation, lubricants, fluids, fuels, and environmental disposal fees unless otherwise stated.

AUTO RENEWALS CONTRACTS WILL REMAIN ACTIVE UNTIL CANCELLED BY CUSTOMER. CREDIT CARDS WILL BE RAN ON THE 1ST WEEK OF THE YEARLY RENEWAL MONTH.

POINTS OF INSPECTION

Table with 4 columns: Engine Fluid Levels, Engine Oil Condition, Start Status, Engine Governor / Actuator, Air Filter, Batter Charger, Run Status, DC Engine Alternator, Coolant Level, Battery Water Levels, Fuel Status, All Electrical Connections, Coolant Condition, Battery Terminals, Fuel Level, TUNE-UP CHECKLIST, Fluid Leaks, Battery Voltage, Fuel System, Change Engine Oil, N1 & N2, Spark Plug Wires, Exhaust System, Replace Engine Oil Filter, All Pully Belts, Post Test Voltage Check, Load Test, Replace Air Filter.

MAINTENANCE 2 VISIT - CHECK ONE BOX

Table with 4 columns: Auto Renew, CC Required, Price, Selection. Options: 1 YEAR (\$875.00), 3 YEAR (\$2,495.00), 5 YEAR (\$3,940.00).

Customer Acceptance: I hereby authorize Rack Electric to charge my credit card and perform the work specified. I further understand that this contract is a non-refundable agreement once signed and processed.

Customer Signature: [Signature]
Print Name: JAMES L. ROBO

Date: 5/23/24

CARD NUMBER, EXP DATE, CCV, ZIP

Email All Agreements to generatormaintenance@rackelectric.com

Exhibit “D”

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From: Diane Warner <diane.warner@ventus-capital.com> **On Behalf Of** Jim Robo
Sent: Friday, January 10, 2025 11:26 AM
To: Dave Markarian <dmarkarian@jhrjpa.com>
Subject: FW: Mobile Link Monthly Summary for [REDACTED]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Jim Robo
Sent: Friday, January 3, 2025 8:40 AM
To: Deonte Petersen Rack Electric <deonte@rackelectric.com>
Cc: Erick Rack Energy <erick@rackenergy.com>; Francisco Duron Jr. Rack Electric <francisco@rackelectric.com>; Erick Rack Energy <erick@rackenergy.com>; Francisco Duron Jr. Rack Electric <francisco@rackelectric.com>
Subject: Re: Mobile Link Monthly Summary for [REDACTED]

Deonte

Please call me at the office on Monday to discuss this. My number is [REDACTED]

Jim Robo

Sent from my iPad

On Jan 2, 2025, at 5:35 PM, Deonte Petersen | Rack Electric <deonte@rackelectric.com> wrote:

Good evening,

Mr. Robo,

Thank you for reaching out, and I sincerely apologize for the continued inconvenience caused by the issues with your generator. We understand your frustration and are committed to resolving this matter promptly.

As the service provider, we are currently in direct communication with Generac, the manufacturer of the generator. We have compiled and sent them a detailed list of errors, faults, and diagnostics from our previous attempts to address the problem. Generac is now reviewing this information to determine the next steps necessary to resolve the issue.

We will keep you updated as soon as we receive further guidance from Generac. Your satisfaction is our priority, and we are here to assist in any way we can during this process.

Thank you for your patience and understanding. Please don't hesitate to reach out if you have further questions or concerns in the meantime.

Thanks a million!

Deonte Petersen | Dispatcher

RACK ENERGY| 153 NW 16th Street | Boca Raton, FL 33432

(P) 561.879.9223 | (F) 561.892.3801

<image001.jpg>

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<image002.png>

<image003.jpg>

<image004.jpg>

From: Jim Robo [REDACTED]

Sent: Wednesday, January 1, 2025 8:24 PM

To: Deonte Petersen | Rack Electric <deonte@rackelectric.com>; Erick | Rack Energy

<erick@rackenergy.com>; Francisco Duron Jr. | Rack Electric <francisco@rackelectric.com>

Subject: Fwd: Mobile Link Monthly Summary for [REDACTED]

Guyi haven't heard from you in more than a week. Lemon paper weight generator still not working despite a dozen attempts to fix it. I want a refund. Happy to have you take the generator back. I am calling my lawyer tomorrow

Jim Robo

Begin forwarded message:

From: Mobile Link <noreply@mobilelinkgen.com>

Date: January 1, 2025 at 7:51:29 PM EST

To: Jim Robo [REDACTED]

Subject: Mobile Link Monthly Summary for [REDACTED]

GENERAC[®]

Mobile Link[™]

Your Monthly Summary

Your Mobile Link monthly summary has arrived! Here's how [REDACTED] generator performed last month:



11 Run



23 Fault



0 Warning



4 Exercise

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