

Limited Warranty

ASCO Power Technologies™ Loadbank Warranty

This Warranty is given **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General

ASCO Power Loadbank branded products and systems by ASCO Power Technologies, L.P., are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two-Year Limited Warranty against defects in material and workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

Terms of Warranty:

As provided herein, the ASCO Power Loadbank product is warranted to be free of defects in material and workmanship for a period of two years from the date of shipment. The product shipment date will be determined only from the ASCO Power bill of lading.

The foregoing Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO Power Product is deployed in accordance with ASCO Power specifications and state and local codes and standards, including installation by an electrician licensed in the state where used if required.
2. The ASCO Power Product is maintained in accordance with ASCO Power instructions and used under normal conditions for the purposes intended by ASCO Power.

All warranty field-related repairs, replacements or adjustments must be made by ASCO Power Services Inc. or its duly authorized representative.

Warranty Extends to First Purchaser for Use. Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO Power product specified herein is originally deployed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO Power.

Assignment of Warranties:

ASCO Power assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the ASCO Power product and which are assignable, but ASCO Power makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

ASCO Power warrants for the period and on the terms of the Warranty set forth herein that the ASCO Power product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to ASCO Power's final invoices, and to applicable ASCO Power product brochures and manuals current as of the date of product shipment ("Descriptions"). ASCO Power does not control the use of any ASCO Power product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact ASCO Power product service department at loadbanks.ascopower.com and select the support tab or by phone at **(216) 573-7600**.

Subject to the limitations specified herein, an ASCO Power Services field service representative will repair the non-conforming ASCO Power product warranted hereunder, without charge for parts, labor, or travel expenses. Warranty coverage will apply only after ASCO Power's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of ASCO Power.

Warranty Performance of Component Manufacturers:

It is ASCO Power's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ASCO Power may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ASCO Power's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ASCO Power product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-ASCO Power designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft, installation and/or deployment contrary to ASCO Power's recommendations or specifications, or in any event if the ASCO Power serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO Power product or any part thereof or charges to remove or reinstall same at any premises of User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ASCO POWER PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ASCO POWER'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL ASCO POWER ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF ASCO POWER IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO Power officer.

ASCO Power obligations under this Warranty are conditioned upon ASCO Power timely receipt of full payment of the product purchase price and any other amounts due. ASCO Power reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO Power and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.