

Two Year Field Service Warranty

Simplex, Inc., warrants the industrial electrical control, test and accessory equipment and parts and accessories thereof to be the kind and quality described in Simplex's specifications and be free from defects in material or workmanship under normal service, its obligations under this warranty being limited to period of twenty-four (24) months from date of shipment from the Simplex Factory as indicated by serials dated code on the nameplate or sales records. Simplex obligations under this warranty shall be limited field repair or replacement of failed materials by the services of a Simplex Factory Technician.

This warranty shall provide all materials and labor in the form of a Simplex Factory Technician to repair or replace materials which upon inspection by Simplex are indicated to have failed in normal service. This warranty shall not cover the costs or buyer supplied materials or buyer supplied labor to perform such repairs or replacement.

Service performed by a Simplex Factory Technician for the repair of buyer caused failed materials and/or for defects of field installation shall be billed to the buyer at current service rates per day labor plus, charges for all materials at normal Simplex parts prices and all travel expenses at cost to Simplex. Field warranty services under this product warranty shall be initiated within 72 hours of approval by the Simplex Field Service Manager. This warranty does not cover start-up services which are provided separately at charge to the buyer.

The provisions of this warranty shall not apply to any equipment, part or accessory which:

- a) has been improperly specified by buyer:
- b) has been improperly stored or handled prior to placing in service:
- c) has been improperly mounted or connected.
- d) has not been operated within specifications stated on its nameplate, label or placard:
- e) has not been properly maintained.
- f) parts supplied by buyer for inclusion in finished equipment are not covered by this warranty.
- g) components or assemblies specified by buyer with no substitution permissible that are not normally used by Simplex.

Simplex reserves the right to reject warranty claims of any kind against assembled equipment, parts or material for which Simplex has not received payment in full.

Should buyer; at their own risk, elect to replace failed equipment or parts in the field rather than obtain service under this warranty, Simplex will supply and invoice parts at normal prices upon receipt of buyer's bona fide purchase order. Failed equipment or parts returned for in-warranty crediting in exchange for replacement parts must be returned within 30 days from date of shipment of replacement to qualify for warranty consideration. Failed equipment or parts returned after 30 days may be subject to a restocking charge.

This warranty is in lieu of all other warranties, express or implied, and all other obligations or liabilities on the part of Simplex, and Simplex neither assumes nor authorize any other person to assume for it any other liability in connection with any such electrical control, test or accessory equipment or accessories or parts.

This warranty is available for installations in the forty-eight contiguous U.S states only.

SIMPLEX®