

ALTORFER
Power Systems



Standard Twelve (12) Month Warranty

Altorfer Power Systems (The "Company") warrants that all products which it manufactures ("Products") are built and sold in accordance with the Company published specifications (if any) and further warrants that its Products will be free from defects in workmanship and materials under normal use and service for a period of twelve (12) months from the date of shipment from its Bartonville, Illinois facility or 2500 hours, whichever comes first. The Company's warranty does not apply or extend to expendable items; ordinary wear and tear; altered products; materials not of the Company's manufactured designs or specifications supplied by the buyer; or damage or defect caused by accident, abuse, misuse or by improper installation or use. Equipment, accessories and other party components not manufactured by the Company are not covered by this Limited Product Warranty and are warranted only to the extent (if any) of the original manufacturer's warranty to the Company. In no event shall such other manufacturer's warranty create more extensive warranty obligation of the Company to the buyer, than the Company warranty covering Products manufactured by the Company.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS LIMITED PRODUCT WARRANTY AND, TO THE EXTENT PERMITTED BY LAW. THERE ARE NO IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS LIMITED WARRANTY AS TO DURATION, WARRANTY ADJUSTMENT AND LIMITATION OF LIABILITY SHALL BE THE SAME FOR BOTH IMPLIED WARRANTIES (IF ANY) AND EXPRESS WARRANTIES.

Buyer must make claim of any breach of any warranty by written notice to the Company within thirty (30) days of the discovery of any defect. Such notification shall provide the model number, serial number, shipment date of the Company's Product and a detailed report with legible pictures of the alleged defect(s). The Company agrees at its option to repair or replace, but not install, FOB the Company's Bartonville, Illinois facility, any part or parts of the product, which within twelve (12) months from the date of shipment from the Company's Bartonville, Illinois; warranty adjustments or repairs made by the Company shall not extend the initial warranty period set forth herein. The Company will not reimburse expenses incurred by the buyer in removing, replacing, installing, reinstalling, equipment rental, repairing or returning the equipment or any party or parts. Under no circumstances will the Company be responsible for any cost or expense in connection with repairs made by anyone other than the Company unless the Company, in writing, has authorized such repairs in advance.

This limited Product warranty sets forth buyer's exclusive remedy and full extent of the Company's Liability for breach of implied (if any) and express warranties or for breach of contract, product defect, negligence or any other cause or reason in connection with the sale or use of the equipment. **THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE SALE OR USE OF THE EQUIPMENT OR FROM ANY OTHER CAUSE WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR TORT OR CONTRACT.**

If repair, replacement or field service are provided at the buyer's request, and the Company determines that there is no defect within the provisions of this Limited Product Warranty, the buyer shall pay for any and all expenses associated with such repair, replacement or field service.

Any such extension of this warranty shall be in writing and shall be subject to the terms and conditions thereof as well as all of the conditions and limitations (except duration) of this standard Limited Product Warranty.

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