

ASCO[®] *Series 165 Automatic Transfer Switch* *Warranty Coverage*

The Seller warrants its products to be free from defects in material or workmanship for a period of eighteen months from date of shipment. All warranty claims of defective material or workmanship over said warranty period will be subject to inspection and verification by seller's authorized service personnel.

Products will be repaired, as necessary, free of all charges except transportation, and the correction of any defects by repair or replacement by the Seller constitute fulfillment of all obligations and liability of the Seller to the Buyer under this warranty. The limit of the Seller's liability with respect to any product(s) furnished hereunder, whether in contract, in tort, under any warranty, or otherwise, shall be the contract price herein of the specific product on which such liability is based.

When equipment is returned for repair due to causes not covered by Seller's warranty, the Buyer shall notify the Seller in writing and, after receipt of shipping instructions, the Buyer may return it to the ASCO Power Technologies, Receiving Department, 50 Hanover Road, Florham Park, NJ 07932, with shipping charges prepaid. Seller's Service Department will put such equipment in operating condition at the lowest possible cost. When necessary to make a return, give all possible information regarding the problem experienced and complete details of the installation with which the device was used.

The Seller is not responsible for damage of its product(s) through improper installation, maintenance, use, repairs or adjustments, or attempts to operate the product beyond its ratings, intentionally or otherwise, or for unauthorized repairs.

The Seller shall not be liable for and Buyer assumes responsibility for all personal injury and property damage resulting, from the handling, possession or use of the goods by the Buyer.

The Seller shall not be liable for specific consequential damages in any claim, action suit or proceeding arising under this transaction, nor shall there be any liability thereunder for claims of labor, loss of profit or good will, repairs or other expenses incidental to replacement.

No other representations, guarantees or warranties, express or implied, are made by the Seller and the foregoing warranty is in lieu of all other representations and warranties, express or implied, which are hereby expressly disclaimed and waived by the Buyer, including and warranty of merchantability or of fitness for particular purpose.

ASCO Power Technologies
Florham Park, New Jersey