

AMETEK SOLIDSTATE CONTROLS

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Manufacturer's Warranty

(a.1.) Seller provides a warranty for component failures of any kind for one (1) year from date of operation or eighteen (18) months from date of original shipment, whichever occurs first, based upon the provisions contained in b. and c. below.

(a.2.) Beyond the original warranty provisions above for equipment installed within the 48 contiguous United States, Seller provides an additional four (4) years no-charge replacement only warranty on any transformer, choke, reactor, or ferroresonant transformer that was an integral part of a charger, rectifier, or inverter originally installed at the factory which fails under normal conditions. Buyer shall be responsible for all installation and shipping costs.

(a.3.) Seller expressly warrants that the Goods manufactured by it will (i) conform to the descriptions and specification incorporated herein and (ii) be free of defects in material or workmanship for a period of one (1) year from date of operation or eighteen (18) months from date of original shipment, whichever occurs first. If Buyer notifies Seller within the warranty period that the Goods or any part fail to comply with these warranties, Seller will correct such nonconformity by repair or replacement, at Seller's option, provided that Buyer returns such Goods or part to Seller's plant or repair facility.

(b.1) If Buyer within the 48 contiguous United States requests that repair be completed at Buyer's site within one year from date of operation, or eighteen months from original date of shipment, whichever occurs first, Seller will provide repair and replacement parts and labor (excluding travel & living expenses) at no charge unless a modification to this warranty has been made.

(b.2) If a Buyer outside the contiguous 48 United States requests that repair be completed at Buyer's site, Seller will provide replacement parts and labor, but Buyer shall pay all travel and living expenses (portal to portal) of Seller's service personnel.

(c.) Buyer shall also pay such charges at Seller's Standard Field Service Rates plus travel and living expenses where a service call would not have been necessary if Buyer had followed Seller's written instructions accompanying the Goods. In no event shall Seller be responsible for gaining access to the Goods, or for disassembly or reassembly. Freight charges for warranty replacement items will be as provided in the original order. In lieu of repairing or replacing the non-conforming Goods or, parts, Seller shall have the right, at its sole option, to refund the purchase prices therefor.

(d.) Seller's warranty also includes certain "Buy-Out" products supplied by, but not manufactured by, Seller. These Buy-Out products are limited to those specified and selected by Seller. Any Buy-Out item provided by, or specified exclusively by Buyer, will not be covered under this warranty. In those instances, as an accommodation, Seller will pass on to Buyer whatever warranty Seller receives from its suppliers of such products, but only to the extent allowed by such supplier. Seller will make good faith efforts to resolve any warranty claims on the behalf of the Buyer, if the Buyer requests the Seller's assistance.

(e.) If Buyer or any other person, without the prior written consent of Seller, repairs or modifies all or part of the Goods, or if the Goods are not stored, installed or used in accordance with Seller's instruction or standard industry practices, this warranty shall be void.

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