



Standard Limited Warranty Policy

Revision: D, August 26, 2009

This Limited Warranty Policy applies to products manufactured and sold by Electromech Technologies (Seller), and is expressly limited to the following terms and conditions:

NEW PRODUCT WARRANTY – Seller warrants that for the duration of the Warranty Period, as defined below, the product(s) manufactured and sold shall be free from defects in materials and workmanship and shall conform in all respects to the Seller’s specifications. The warranty period for all new products is twelve (12) months from the date the product is shipped by Seller to the original Buyer, unless otherwise specified by Seller in writing. In the event that any products are or become defective during the warranty period, Buyer shall first attempt to remedy any such defect using installation and maintenance aids made available by Seller. If Buyer is unable to remedy any such defect after using reasonable means to do so, Buyer may request technical assistance from Seller. If the defect should prove impossible or impractical to correct, Buyer will ship back to Seller the defective product(s) at Buyer’s expense and Seller will repair or replace such defective product(s); provided, however, that Seller shall not be required to reimburse Buyer for any labor costs incurred by Buyer arising from the removal of the defective product(s), the installation of replacement product(s) or otherwise in connection with such warranty service. The warranty set forth in this section shall expressly exclude defects to products arising during the Warranty Period that are attributable to misuse or neglect, or accidents involving products, and to improper repair, installation, maintenance or operation of products. The remedy provided in this paragraph as to repair or replacement is Buyer’s sole and exclusive remedy under this Agreement. This warranty **EXCLUDES** life-limited components that have been designed as field replaceable; and normal maintenance items, e.g. bearings and brushes.

BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THE FOREGOING SECTION, EACH PRODUCT SOLD TO THE BUYER PURSUANT TO THIS AGREEMENT IS SOLD WITHOUT ANY WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT SELLER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY WARRANTY COSTS OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE PRODUCTS SOLD TO BUYER PURSUANT TO THIS AGREEMENT.

EXCHANGED PRODUCT WARRANTY – Seller warrants that all Seller products and parts exchanged or substituted for a different Seller product and/or part shall be free from defects in material and/or workmanship under normal use and service consistent with industry standards, for a period of twelve (12) months from the date of shipment of such product to the original Buyer of such product. Products exchanged under warranty will assume the existing warranty of the original equipment. This warranty **EXCLUDES** life-limited components that have been designed as field replaceable; and normal maintenance items, e.g. bearings and brushes.

REPAIRED PRODUCT WARRANTY - Seller warrants that any repair performed by Seller on products shall be free from defects in materials and/or workmanship for a period of six (6) months from the date such repaired product is shipped to the original Buyer of such product. This warranty **EXCLUDES** life-limited components that have been designed as field replaceable; and normal maintenance items, e.g. bearings and brushes.

OVERHAULED PRODUCT WARRANTY - Seller warrants that any product and/or part overhauled by Seller shall be free from defects in materials and/or workmanship under normal use and service consistent with industry standards for a period of twelve (12) months from the date of shipment of the overhauled product to the original Buyer of such product. This warranty **EXCLUDES** life-limited components that have been designed as field replaceable; and normal maintenance items, e.g. bearings and brushes.

NEITHER SELLER NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO SELLER’S PRODUCTS. SELLER AND ITS THIRD PARTY SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

REMEDIES – Seller's liability under the foregoing warranties is expressly limited to: (i) the repair of the defective product and/or part; (ii) the replacement of the defective product and/or part; or (iii) the extension of credit to the end user of the product and/or part, at Seller's sole option.

LIMITATIONS OF LIABILITY – EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS LIMITED WARRANTY POLICY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TRANSPORTATION EXPENSE - All costs associated with the return of a defective product and/or part to Seller or its authorized representative shall be pre-paid by the end user, and all Seller repaired, replaced, serviced or overhauled product(s) and/or part(s) shall be returned to the end user freight pre-paid in a like mode of transportation as product and/or part was sent to Seller. Packaging and handling of a product and/or part being returned to Seller or its authorized representative for warranty consideration must be equivalent to the packaging and handling of a new product and/or part.

LOCATION OF WARRANTY WORK - Repair of any Seller products shall be performed by a factory authorized repair facility as determined by Seller, or at the Seller's factory in Wichita, Kansas. Seller shall have no liability for any costs or expenses incurred in the removal and/or re-installation of any product returned to Seller or one of its authorized factory repair facilities pursuant to the terms of this Limited Warranty Policy.

SUBSEQUENT PURCHASERS - The rights, obligations and burdens under the terms and conditions of this Limited Warranty Policy are transferable. Provided, however, any transfer of this Limited Warranty Policy in connection with the sale, assignment or transfer of any product and/or part covered hereby shall not (i) increase the term of any warranty set forth herein, or (ii) otherwise increase or extend any obligation and/or liability of Seller hereunder.

INVALIDATION OF WARRANTIES - Any one or more of the following acts or events shall invalidate Seller's warranties: (i) the unauthorized repair and/or alteration of the product; (ii) the misuse or misapplication of the product; (iii) damages or defects in the product and/or part caused by the negligence of the user; (iv) the tampering with inspection seals; (v) the entry into the product; or (vi) the improper packaging or handling of the product by the user of the product which results in damage to the product. Further, Seller's warranties do not cover or extend to normal and routine maintenance of such product and/or part.

CLAIMS PROCEDURE - With respect to all Seller's products and/or parts purchased in the continental United States and Canada, all claims for defective products must be made in writing to the Seller factory in Wichita, Kansas prior to any warranty repair and/or service being undertaken. Seller shall then direct the location for the product or part to be delivered. With respect to any Seller product purchased outside the continental United States and Canada from an Authorized Dealer, all claims for defective products and/or parts must first be sent in writing to such Authorized Dealer or to Seller. Seller shall then direct the Customer to the location for such warranty repair and/or service. Any product returned for warranty consideration and found to be free from defect or otherwise not covered by any warranty hereunder, will be returned to the end user at a minimal charge to cover freight, handling, and packaging or, at the direction of the Customer, may be re-certified at the published charge at the time of return.

MODIFICATION OF LIMITED WARRANTY POLICY - This Limited Warranty Policy may be modified by Seller at any time; provided, however, only modifications as to the procedures, as opposed to content, shall apply to products sold and/or delivered prior to the date of such modification.