

## 15. WARRANTY POLICY

### 15.1. Non-Software Warranty Policy

15.1.1. This warranty extends only to persons or organizations that purchase Company products for resale. Company warrants those products listed in the then current Distributor Price Schedule against failure due to defects in material, workmanship, or products that do not perform in accordance with the specifications for that product, with consideration to the specific application, for twenty-four (24) months from the date of manufacture. Products identified by the DuraDrive™ part number series of Mx4x, Mx5x or Mx6x (excluding MF4E, MX4D and MS50) distributed and installed in North America are warranted for a period of sixty (60) months from the date of manufacture. In order to receive warranty consideration, and when Company requires the return of the product, the product must be returned via the herein defined warranty return procedure.

15.1.2. Attention should be given to the date code in determining whether a device is within the warranty period. Date codes may be ink-stamped, metal-stamped, or printed on a label applied to the device. Date codes consist of four digits; the first two indicate the year and the last two, the week. For example, "0203" would be the third week of 2002. All repaired products are date coded with the date of repair. Repair date codes consist of the letter "R" followed by four digits; the first two indicate the year and the last two the week. For example, "R0203" would indicate that the device was last repaired on the third week of 2002.

15.1.3. Exceptions from the Warranty stated above:

- Plastic items are not warranted for failure after installation in a machine or assembly.
- Product subjected to abuse or damage is not warranted. Abuse or damage may be indicated by, but not limited to, one or more of the following:

Burned contacts	Abuse or tampering	Split castings
Stripped threads	Dropping or mishandling	Missing parts
Water or fire damage	Improper installation or application	Lightning strikes

15.1.4. Products or their components that fail during the warranty period, and otherwise qualify under the terms of Company's warranty policy will, at Company's sole discretion be, (i) credited at Distributor's lowest net invoice amount to Distributor's account, (ii) repaired, or (iii) replaced. Costs of product removal or installation, including labor, are not the responsibility of Company.

15.1.4.1. Credit. In no event shall the warranty claim exceed the product price allocated to the Distributor's lowest net invoice price over the previous twelve (12) months or since the inception of the Distributor's contract, whichever is sooner.

15.1.4.2. Repair or Replacement. If a product returned is determined to be warranted, then at Company's sole discretion, the product may be repaired or replaced and Company will warrant this product for ninety (90) days from the date of repair/replacement or the remainder of the original warranty, whichever is longer. Company reserves the right to supply suitable substitutes when warranty items are not currently in production or otherwise available. Repaired or replacement items will be returned freight allowed; premium transportation will be used at customer's request and expense.

When replacing a Company product within warranty guidelines (including those products furnished on original heating and/or cooling equipment), local authorized Company Distributor or Field Offices must be utilized for prompt and efficient product replacement service. This warranty is null and void if service was performed by a non-authorized Company service facility.

15.1.5. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY OPERATION OF LAW OR OTHERWISE. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM THE USE OR INABILITY TO USE COMPANY'S PRODUCTS. ANY STATEMENTS OR REPRESENTATIONS MADE BY OTHER PERSONS OR FIRMS ARE VOID.

15.1.6. THE FOREGOING REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF PRODUCT TO CONFORM TO THE WARRANTY.

15.1.7. To initiate warranty service see Section 15.8 for instructions on warranty return process.

15.1.8. Final disposition of any warranty claim shall be determined solely by Company.

See <http://source.tac.com> for most current version.