

13.0 WARRANTY (NON-SOFTWARE): This warranty extends only to persons or organizations that directly purchase Seller products. Seller warrants product manufactured by it and sold through authorized sales channels to be free from defects in materials and workmanship, to conform to Seller's product specifications (with performance consideration to the specific application), to conform to written specifications and drawings approved by Seller in writing, under normal use and service (subject to reasonable tolerances), and that the product is used and placed as directed in the specifications for:

| Product Line | Warranty Period |
|--------------------------------|--|
| DuraDrive® | 60 months from date of manufacture for p/n series Mx4X, Mx5x or Mx6x (excluding p/n MF4E, MX4D & MS50 which are 24 months from date of manufacture.) distributed and installed in North America. |
| All other non-software product | 24 months from date of shipment as estimated from manufacture date and shipping record. |

Some products may contain extended or other warranties. Refer to the product's documentation or package inserts, as applicable.

If within such applicable Warranty Period, as may be changed from time to time, any product or its components shall be proved to Seller's satisfaction to be defective or non-conforming, such product, at Seller's option, shall be: (i) repaired, or (ii) replaced, or (iii) credited to Buyer's account at Buyer's lowest net invoice amount over the previous twelve

(12) months. Costs of product removal or installation, including labor, are not the responsibility of Seller.

13.1. This warranty shall not apply to product subjected to: (i) abuse or damage as may be indicated by, but not limited to; dropping or mishandling, negligence, accident, unusual physical stress (incl. stripped threads, split castings), unusual electrical stress (incl. lightning strikes), abnormal conditions of temperature (incl. fire, burned contacts), abnormal conditions of moisture, dirt or corrosive chemicals, or damage by circumstances beyond Seller's control; or (ii) misuse or improper installation, operation, maintenance or storage; or (iii) tampering and altered after leaving factory, or removal or alteration of original identification marks, or missing parts; or (iv) damage by carrier in shipment; (v) other than normal use or service; or (vi) being returned without obtaining prior return material authorization ("RMA") or failure to properly identify return packaging; or (vii) plastic items after installation in a machine or assembly; or (viii) repair or alteration by other than Seller, or an authorized Seller service facility or field office, so as, in Seller's judgment, to affect the same adversely; or (ix) products not manufactured by Seller. With respect to products not manufactured by Seller the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by its supplier and Seller shall assign or make such warranty available to Buyer to the extent permitted.

13.2. If product is confirmed by Seller to be covered under warranty, Seller may, at its expense (for parts and labor necessary to remedy defect), repair or replace the product with a new or reconditioned unit and return to Buyer freight allowed. Expedited or premium shipping will be at Buyer's request and expense. If product is repaired or replaced (includes Advance Warranty Returns ("AWR")/Immediate Exchanges), Seller will warranty the repaired/replaced product for **ninety (90) days** from date of the repair/replacement or the remainder of the original warranty, whichever is longer.

13.3. **REPAIRS – OUT OF WARRANTY PRODUCTS:** Contact Seller Customer Service for inquiries on whether out-of-warranty product may be factory repaired. To the extent offered by Seller on certain products, Seller warrants factory repaired or replaced "out-of-warranty" products for ninety (90) days from date of repair or replacement.

13.4. REPAIRS – OBSOLETE PRODUCT WARRANTY:

Contact Seller Customer Service for inquiries on whether obsolete product component parts may be factory repaired. To the extent offered by Seller on certain product components, Seller warrants factory repaired components of obsolete products for ninety (90) days from date of repair.

13.5. All repair orders are subject to parts availability and Buyer is responsible for all repair charges. Contact Customer Service for factory repair prices, which may either be a percent of list price or designated service fee schedule as applicable. Control products that can be factory repaired are listed in the price list and identified by an "R" next to list price and repair prices are 80% of list price.

13.6. The foregoing warranties do not cover reimbursement for labor, packing or other transportation charges, removal, installation, temporary power, theft or other repair, or any other expenses that may be incurred by Buyer. Seller reserves the right to supply suitable substitutes when warranty items are not currently in production or otherwise available. This warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller's rendering technical advice or service in connection with Buyer's order of Seller's products.

13.7. Non-conforming products must be returned at Buyer's expense for evaluation unless waived in writing by Seller. To initiate warranty service Buyer must follow Seller's return process as set forth in the Returns clause herein.

13.8. THE REMEDIES PROVIDED HEREIN ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF SELLER PRODUCT TO CONFORM TO THE WARRANTY.

13.9. Final disposition of any warranty claim shall be determined solely by Seller.

13.10. **EXTENDED WARRANTIES:** If requested by the Buyer, and specifically accepted in writing by Seller, the standard warranty may be extended on a per product basis under terms as agreed to by the parties under a separate Extended Warranty Agreement.

13.11. **ADVANCE WARRANTY RETURNS / IMMEDIATE REPLACEMENT:** Products still under warranty may qualify for immediate replacement where, upon Buyer's request, Seller will ship freight prepaid by Seller via carrier of Seller's choice at Buyer's expense with freight charges added to Buyer's invoice (freight prepaid/billed) for an immediate replacement product (subject to parts availability) in advance of product being returned to Seller for warranty consideration. Provided, however, Buyer must contact Seller's Customer Service for an Advanced Warranty Return Number (AWR#) and furnish Seller with Buyer's purchase order (a verbal purchase order number is acceptable). Any questions on billable amounts must be resolved prior to AWR# being issued and exchange product being shipped. Seller must receive the returned warranty claim product within thirty (30) days from replacement product ship date, and returned warranty product must qualify under Seller's warranty policy for warranty replacement. If returned warranty product qualifies for warranty claim replacement/credit, a credit for the replacement product and freight will be applied directly to the purchase order given when AWR# was requested. If returned warranty product does not qualify for warranty claim, all postage, insurance, shipping charges and product price are the responsibility of Buyer.

14.0 SOFTWARE WARRANTY: Seller software or computer information ("Software Product(s)") are licensed, not sold, to Buyer or its end-user customers, and all title to Software Products remains in Seller. To the extent that the phrase "sale of product" or "purchase of product" or the like relate to Software Products, such phrases shall be deemed to refer to the granting of a non-exclusive license or sub-license, as applicable, to use such Software Products and shall not be construed as conveying ownership or title to such Software Products. Similarly, to the extent the phrase "sales price," "purchase price," "price" or the like relate to Software Products, such phrases shall be deemed to refer to the license fees therefore. Any Software Product sold by Seller, is licensed to Buyer solely pursuant to standard licenses of Seller or its supplier of such Software Product, which licenses are hereby incorporated by reference.

14.1. Seller warrants to the original licensee:

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| Software Product | To perform substantially in accordance with its specification for a period of ninety (90) days from date of dispatch. |
| Software Media | Media upon which the Software is recorded is free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from date of dispatch. |

14.2. Buyer's remedy in case of defects in media shall be the replacement by Seller of any computer storage media or documentation not meeting Seller's limited warranty herein.

14.3. Seller does not warrant; that such software will operate error free or without interruption, that the software will meet Licensee's requirements, that software errors will be corrected, or that the software will operate in combinations other than as specified and approved by Seller. Seller warrants only that during the warranty period applicable to the Software Product that if such software or computer information fails to conform to such warranty, Seller will, at

its option, use commercially reasonable efforts to provide an update to correct the non-conformance or replace the Software Product with the latest available version containing a correction. However, Seller shall have no obligation to provide updates or revisions.

14.4. BUYER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF ANY SOFTWARE OFFERED BY SELLER. ANY SOFTWARE OFFERED BY SELLER IS LICENSED FOR PRIVATE OR COMMERCIAL USE ONLY.

15.0 **LIMITATIONS:** The following disclaimers and limitations of remedies apply to all warranties offered to Buyer and to all purchases by Buyer.

15.1. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as may be expressly provided in an authorized writing by Seller, Seller shall not be subject to any other obligations or liabilities whatsoever, other than as stated herein with respect to product sold or services rendered by Seller

15.2. Notwithstanding anything to the contrary herein contained, Seller, ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOST TIME, LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF FOOD PRODUCT, LOSS OF GOODWILL, INCREASE IN OPERATING COSTS, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES OF THE BUYER ARE EXCLUSIVE AND THE TOTAL CUMULATIVE LIABILITY OF SELLER, ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF OR INABILITY TO USE ANY PRODUCT OR SERVICE COVERED BY OR FURNISHED UNDER CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT, PART, OR SERVICE ON WHICH SUCH LIABILITY IS BASED.

15.3. Seller shall not be liable to Buyer for any claims, damages, expenses, fees, costs, losses, causes of action or suits, which result from, in whole or in part, Buyer's direction, negligence, acts, omissions, use of the product in a manner not specifically authorized by Seller, willful misconduct, or other fault of any nature of Buyer, its employees, agents, servants, or customers.

16.0 RETURNS

16.1. ALL RETURNS:

16.1.1. NO PRODUCT MAY BE RETURNED WITHOUT FIRST CONTACTING SELLER'S CUSTOMER SERVICE REPRESENTATIVE ("CSR"), OBTAINING SELLER'S WRITTEN PERMISSION AND A RETURNED MATERIAL AUTHORIZATION NUMBER (RMA#). RMA# is valid only if the product it refers to is received at the address specified on the RMA form, **freight prepaid**, within **fourteen (14) days** from date Seller issued authorization. If product is received after fourteen (14) days, Seller may reject the request. Buyer must furnish CSR with: i) Buyer information (Buyer name, address, telephone number, contact name); and ii) product identification (model number, serial number, part number and quantities desired to be returned); and iii) Buyer's original order information (invoice number, sales order number (or Buyer's purchase order number)); and iv) return shipment information (shipping address and shipping carrier); and v) reason for return with detailed description of failure or service required.

16.1.2. Copy of completed RMA form must be enclosed in package.

16.1.3. RMA# must be prominently displayed on outside of packaging and written on enclosed paperwork.

16.1.4. Seller is not responsible for returns without a RMA# or any product returned without the RMA# prominently displayed on packaging, which will not be accepted by Seller receiving department and will be returned to Buyer unopened, freight collect.

16.1.5. Buyer to properly clean and/or decontaminate the product. Products that are static sensitive must be shipped in static protective bags or containers.

16.1.6. Product must be securely packed to reach Seller without damage. Damaged items will not be accepted for return, even if RMA# has been issued.

16.1.7. Product must be shipped with postage, insurance and transportation charges prepaid to Seller's facility from which product initially shipped (return address will be indicated on RMA form furnished by CSR).

16.1.8. Products manufactured by Seller shall have returns sent to:

**Schneider Electric Buildings Americas, Inc.
Attention: Returns Department
Park Plant, Dock #1
1354 Clifford Avenue
Loves Park, IL 61111**

NOTE: For specific product families special shipping instructions may be required. These instructions will be indicated by the CSR when the RMA# is provided. International Buyers must contact their CSR for return procedures.

16.2. ADDITIONAL RETURN REQUIREMENTS FOR

WARRANTY CONSIDERATION: In addition to above return requirements, in order for returned product to be considered for warranty claim, Buyer shall provide CSR: i) warranty verification (date of purchase, in-service date or proof of purchase invoice number); and ii) date of installation, and iii) date of failure; and iv) detailed description of failure or service required (problems or symptoms experienced); and v) personnel contact name in case further information is required. Buyer must supply written detailed information about the application, failure modes, failure rates, environmental concerns and general observations. The type of problem should be explained in as much detail as practical. Warranty data is a vital tool in maintaining and improving product quality and Buyer's cooperation is greatly appreciated. All miscellaneous parts associated with the product must also be returned.

16.2.1. Each item returned for warranty claim consideration must have a completed warranty/return goods identification tag. Incomplete warranty tags on products may be returned freight collect, detailing incomplete portion and Buyer shall properly complete and return per RMA steps above. Warranty/return identification tags are no charge items, however, normal shipping and handling fees apply. Tags can be ordered by contacting CSR for details.

16.2.2. Upon receipt of item, Seller will inspect the product to determine, in its sole discretion, if item qualifies under warranty policy. If Seller's inspection does not disclose any defect covered by warranty, repair, replacement or credit will not be approved and Seller will notify Buyer. Buyer shall then have the option to request Seller to either; 1) retain or scrap the product with no liability to Seller, or 2) return product to Buyer, freight collect. Buyer shall have one (1) week from Seller's notification to elect which disposition it chooses. If Buyer's response is not received in writing within the one (1) week period, the former (#1) disposition will take effect.