

WARRANTY

AMETEK/PRESTOLITE POWER DATA DEVICES

(Including BID, BID with Ah Accumulator, WBID, CID, WID, Universal Communications Module)

Ametek/Prestolite Power (hereinafter called "Prestolite") warrants that each new and unused Data Device manufactured and supplied by it is of good workmanship and is free from any inherent mechanical defects, provided that (1) the product is installed and operated in accordance with generally accepted industrial standards and in accordance with the printed instructions of Prestolite, (2) the product is used under normal conditions for which designed, (3) the product is not subjected to misuse, negligence or accident, and (4) the product receives proper care, protection and maintenance under supervision of competent personnel. This warranty is subject to the following provisions:

1. **PRODUCT AND PARTS WARRANTED.** Subject to the exceptions listed below, each Data Device is warranted for a specific period of time commencing from the date of its shipment by Prestolite, provided the charger is used in accordance with Prestolite's published performance rating for the unit involved. The exceptions to this warranty are as follows:
 - a) Terms and conditions for warranty coverage: Parts replacement only. For a warranty period of 1 year.
 - b) Warranty Expense Limitation: The maximum warranty expense Prestolite will incur for any Data Device will be limited to the original purchase price of the Device.
2. **COMMENCEMENT OF WARRANTY TIME PERIODS.** The warranty periods indicated in the Warranty Schedule shall commence on the date of shipment by Prestolite.
3. **PERSONS COVERED BY WARRANTY.** Prestolite extends this warranty only to the purchaser of new equipment from Prestolite or one of its authorized distributors. The products purchased under this agreement shall be used exclusively by the buyer and its employees and by no other persons; and therefore there shall be no third party beneficiary to this warranty.
4. **LIMITATION OF REMEDY.** The existence of claimed defects in any product covered by this warranty is subject to Prestolite's factory inspection and judgement. Prestolite's liability is limited to repair of any defects found by Prestolite to exist or, at Prestolite's option, the replacement of the defective product F.O.B. factory after the defective product has been returned by the purchaser at its expense to Prestolite's shipping place. Replacement and exchange parts will be warranted for the remainder of the original Data Device Warranty or for a period of ninety (90) days, whichever is greater.
5. **USE OF DEFECTIVE PRODUCT.** Continued use of Data Device after discovery of a defect VOIDS ALL WARRANTIES.
6. **ALTERED EQUIPMENT.** Except as authorized in writing, the warranty specified does not cover any equipment that has been altered by any party other than Prestolite.

THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS EXPRESSLY SET FORTH HEREIN. IN NO EVENT SHALL PRESTOLITE BE LIABLE FOR ANY ANTICIPATED OR LOST PROFITS, SPECIAL, DIRECT, INDIRECT OR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, TIME CHARGES OR OTHER COMMERCIAL EXPENSES OR LOSSES, AND BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM USE OF THE GOODS. PRESTOLITE DOES NOT AUTHORIZE ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME ON BEHALF OF PRESTOLITE ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY.

WARNING

At all times, safety must be considered an important factor in the installation, servicing and operation of the product and skilled, qualified technical assistance should be utilized.

AMETEK/PRESTOLITE POWER - TROY, OHIO USA