

Warranty
(PAC/PAP 800)
Prestolite Advanced Charger

The Prestolite Power Division of AMETEK, Inc. ("AMETEK") warrants that each new and unused Prestolite Advanced Charger (the "Product") manufactured and supplied is of good workmanship and is free from any mechanical defects, provided that:

- A. The Product is installed and operated in accordance with generally accepted industrial standards, the enclosed printed instructions, and all federal, state and local electrical codes, and by skilled, qualified personnel.
- B. The Product is used under normal conditions for which designed in accordance with AMETEK's published performance rating for the Product.
- C. The Product is not subjected to misuse, negligence or accident.
- D. The Product receives proper care, protection and maintenance under supervision of competent personnel.

This warranty is subject to the following additional conditions:

1. **WARRANTY PERIOD.** The Product is warranted for one (1) year from the date of sale to the original purchaser.

2. **PERSONS COVERED BY WARRANTY.** This warranty is extended by AMETEK only to the original purchaser of new Product from AMETEK or one of its authorized distributors. Product shall be used exclusively by the original purchaser and its employees and by no other persons, and therefore there shall be no third party beneficiary to this warranty.

3. **LIMITATION OF REMEDY.** The existence of claimed defects in any Product covered by this warranty is subject to inspection and judgment at AMETEK's factory at Corporate Drive Troy, OH 45373 (the "Factory"). AMETEK's liability is limited to repair of any defects found by the Factory to exist or, at AMETEK's option, the replacement of the defective Product after the defective Product has been returned by the original purchaser at its expense to the Factory. Replaced or repaired Product shall be warranted for the remainder of the original warranty period for the Product, or for a period of ninety (90) days from the date that the replaced or repaired Product is shipped, whichever is greater. If the original purchaser chooses not to return the defective Product to the Factory, AMETEK shall provide only replacement parts. Defective parts shall be sent with transportation charges prepaid to the Factory. Replacement parts shall be warranted for the remainder of the original warranty period for the Product, or for a period of ninety (90) days from the date that the replacement parts are shipped, whichever is greater.

AMETEK AND ITS DISTRIBUTORS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DOWNTIME COSTS, LOST OF BUSINESS OR PROFITS, LOSS OF USE OF THE PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT, INJURY TO PERSONS OR PROPERTY, OR DAMAGES FOR WHICH THE PURCHASER MAY BE LIABLE TO THIRD PARTIES.

4. **USE OF DEFECTIVE PRODUCT.** Continued use of the Product after discovery of a defect VOIDS ALL WARRANTIES.

5. **ALTERED PRODUCT.** Except as authorized in writing, the warranty specified does not cover Product that has been altered by any party other than the Factory. AMETEK makes no warranty whatsoever in respect to replacement parts not supplied by AMETEK.

EXCEPT AS STATED ABOVE, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED, AND AMETEK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR AMETEK ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PRODUCT. THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY.

AMETEK/Prestolite Power
Troy, Ohio USA
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