

WARRANTY

AMETEK/PRESTOLITE POWER "POWER PRO" BATTERY CHARGERS

AMETEK/Prestolite Power (hereinafter called "Prestolite") warrants that each new and unused Power Pro Battery Charger 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.PRODUCTS AND PARTS WARRANTED. Subject to the exceptions listed below each Power Pro Battery Charger is warranted for a period of one (1) year 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) Power transformers and diodes on unit(s) are warranted for ten (10) years after Prestolite's shipment of the unit(s) of which they are a part, provided, however, that during the last nine (9) years of this ten (10) year period the warranty covers parts replacement only-no labor or other services are provided by Prestolite, nor shall Prestolite be obligated to reimburse the owner or any other person for any work performed.
- b) Primary switch contacts, fuses, bulbs, and filters are not warranted unless found to be defective prior to use.

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. This warranty is extended by Prestolite 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 judgment. 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 parts will be warranted for the remainder of the original Power Pro Battery Charger Warranty or for a period of ninety (90) days, whichever is greater.

PRESTOLITE and its authorized distributors or dealers shall not be liable for direct or indirect, special or consequential damages in excess of such repair or replacement. In no event shall the purchaser be entitled to recover for contingent expenses resulting from, but not limited to, telephone calls, telegrams, travel expenses, lodging, duties and taxes, labor, rental or replacement equipment, loss of business or profits or other commercial losses.

5.USE OF DEFECTIVE PRODUCT. Continued use of a Power Pro Battery Charger 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.

EXCEPT AS STATED ABOVE, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM USE OF THE GOODS. AMETEK/PRESTOLITE POWER NEITHER ASSUMES NOR AUTHORIZES ANY PERSONS TO ASSUME FOR AMETEK/PRESTOLITE POWER 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, U.S.A.**

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