

**LIMITED WARRANTY FOR EMERSON NETWORK POWER-SURGE PROTECTION INC., POWERSURE PRODUCTS**

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

**General:**

Emerson Network Power, Surge Protection Inc., ("ENPSPI") products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following One Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

**ONE YEAR LIMITED WARRANTY  
AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

**ENPSPI POWERSURE PRODUCTS COVERED:**

PowerSure TCS-HW Series

**Terms of Warranty:**

As provided herein, the ENPSPI product is warranted to be free of defects in material and workmanship for a period of one year from the start-up date provided the product start-up sheet is returned to ENPSPI, start-up occurs within six (6) months of the ENPSPI shipping date, and the product has been stored in a suitable environment prior to start-up. The start-up date will be determined only from the completed inspection and start-up sheet received with the product. If the product start-up sheet is not returned to ENPSPI, the ENPSPI product is warranted to be free of defects in material and workmanship for a period of thirteen (13) months from date of product shipment by ENPSPI. The shipment date will be determined only from the ENPSPI bill of lading.

In addition, for products installed in the United States or Canada, the drive package contained in the ENPSPI DS product is warranted to be free of defects in material and workmanship for a period of five (5) years from the above referenced dates, as applicable. The drive package contained in the ENPSPI DS product consists of blower belts, a blower shaft, blower bearings, a blower pulley, and motor sheave.

If any part or portion of the ENPSPI product fails to conform to the Warranty within the Warranty period, ENPSPI, at its option, will furnish new or factory remanufactured components for repair or replacement of that portion or part, or ENPSPI may furnish User with a replacement product. ENPSPI will not assume any labor or shipping charges associated with repair or replacement of the ENPSPI product or part thereof. This is a Parts Warranty ONLY that does not include Services; all Services shall be provided by a qualified Service provider. Upon ENPSPI's request this warranty may require recorded proof of Quarterly product maintenance completed by a qualified service provider. If it is determined that failure occurred due to lack of maintenance, ENPSPI maintains the right to deny the warranty claim.

**Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the ENPSPI product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ENPSPI.

**Assignment of Warranties:**

ENPSPI assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories for, the ENPSPI product and which are assignable, but ENPSPI makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

**Drawings, Descriptions:**

ENPSPI warrants for the period and on the terms of the Warranty set forth herein that the ENPSPI product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, ENPSPI's final invoices, and to applicable ENPSPI product brochures and manuals current as of the date of product shipment ("Descriptions"). ENPSPI does not control the use of any ENPSPI product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

**Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User may contact ENPSPI at 1-800-288-6169 for local ENPSPI sales representative information. Subject to the limitations specified herein, the ENPSPI sales representative will arrange for a ENPSPI service representative to repair or replace the non-conforming ENPSPI product warranted hereunder, without charge for materials. User shall bear all labor or shipping charges associated with repair or replacement of the product herein. Warranty coverage will be extended only

after the ENPSPI service representative's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of ENPSPI.

**Warranty Performance of Component Manufacturers:**

It is ENPSPI's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ENPSPI may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ENPSPI's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ENPSPI product.

**Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, corrosive atmosphere, failure to adequately maintain the Product using a qualified Service provider, repair by non-ENPSPI designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to ENPSPI's recommendations or specifications, or in any event if the ENPSPI serial number has been altered, defaced, or removed. Notwithstanding the foregoing, the following Acts of God are covered: lighting-induced ENPSPIs, which are transients, spikes or other sub-cycle discontinuous events impinging on normally applied voltage as defined by reference data in the latest version of IEEE C26.41 and the ENPSPI product performance specifications.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting, loss of refrigerant, or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the repair or replacement of the ENPSPI product or any part thereof or charges to remove or reinstall same at any premises of User.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT DESIGNED FOR USE IN ANY NUCLEAR OR RELATED APPLICATIONS.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

**Limitations:**

. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ENPSPI PRODUCT AS SET FORTH HEREIN.

. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ENPSPI'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

. IN NO EVENT SHALL ENPSPI ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

**Miscellaneous:**

. NO SALESPERSON, EMPLOYEE OR AGENT OF ENPSPI IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a ENPSPI officer.

. ENPSPI obligations under this warranty are conditioned upon ENPSPI timely receipt of full payment of the product purchase price and any other amounts due. ENPSPI reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

. In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

. User shall complete the attached User Information Card and forward it to ENPSPI within thirty (30) days of receipt of the ENPSPI product.

. This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws provisions thereof.

. This Warranty represents the entire agreement between ENPSPI and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.