



WARRANTY

- 1. Terms of Warranty:** All Seller manufactured equipment is warranted to be free of defects in material and workmanship for a period of twelve (12) months from the initial date of start-up, but in no case to exceed fifteen (15) months from the date of shipment (the "Warranty period"). If any defect in material and/or workmanship of the Seller manufactured equipment appears or occurs within the Warranty period, then Seller will, at its sole option, either repair or replace the defective portion or part. For proprietary equipment or components not manufactured by Seller, the manufacturer's warranty will be assigned to Buyer in so far as Seller is reasonably able to do so. Seller assumes no responsibility for any original and/or repaired proprietary equipment or components that may be warranted by such proprietary equipment or component manufacturers and extends no coverage under this WARRANTY to proprietary equipment or components. If Seller performs a service under the contract in addition to or other than the supply of equipment, and such service proves within a period of 12 months from the performance of the service not to be of a standard reasonably to be expected of competent, experienced personnel working within the same industry, then Seller shall re-perform such service at no cost to Buyer. This WARRANTY represents the entire agreement between Seller and Buyer with respect to the quality or performance of the Seller manufactured equipment, proprietary equipment and components and/or the provision of a service and supersedes all prior oral or written communications, representations, understandings or agreements relating to this subject. For the purposes of this WARRANTY, "Seller manufactured equipment" shall mean and include such equipment as is manufactured by Seller and/or by Piller Group GmbH, and "proprietary equipment" or "components" shall mean proprietary equipment or components of third parties other than Piller Group GmbH.
- 2. Assignment of Warranties:** This WARRANTY is not transferable or assignable without the prior written permission of Seller. Seller assigns to Buyer any warranties which are provided by manufacturers and suppliers of the proprietary equipment and components and which are assignable, but Seller 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 proprietary equipment and components.
- 3. Descriptions:** Descriptions contained in the invoices, orders and proposals or any other document forming part of the contract between Seller and Buyer are not warranties of performance and not warranties of fitness for a particular purpose.
- 4. Warranty Claims Procedure:** Within a reasonable time, but in no case to exceed fourteen (14) days after Buyer's discovery of a defect, Buyer shall contact Seller via phone 800-288-5081 or email service@activepower.com. Subject to the limitations specified in this WARRANTY, a Seller representative will repair or replace at its sole option the defective Seller manufactured equipment and/or re-perform the defective service warranted hereunder without charge for materials and labor. In all other instances, Buyer will be charged for materials and labor performed at Seller's then current rates. The warranty period for such labor and parts shall be ninety (90) days from repair/replacement of the Seller manufactured equipment and/or re-performance of the service or the remainder of the original Warranty period, whichever is the greater. Buyer shall return at its own cost and risk to Seller the defective Seller manufactured equipment or part. Warranty coverage will be extended only after Seller inspection confirms the claimed defect and shows no signs of treatment or use that would void the coverage of this WARRANTY.
- 5. Warranty Performance by Component Manufacturers:** It is Seller'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 Seller manufactured equipment. Accordingly, Seller may utilize third parties in the performance of warranty work, including repair or replacement.
- 6. 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, Buyer's negligence, inappropriate on site operating conditions, repair by non-Seller designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation or maintenance contrary to Seller's recommendations or specifications, or in any event if the Seller serial number has been altered, defaced, or removed. This WARRANTY does not cover any re-installation costs, third party labor, packaging, rigging or craning, or shipping costs arising from the repair or replacement of the Seller manufactured equipment, or any part thereof, or charges to remove same from any premises of Buyer. Further excluded from this WARRANTY are costs associated with demounting, disconnection or removal of equipment, failures or defects caused by, or due to, events beyond Seller's control, and defects or failures in consumable items, wear parts or which arise due to fair wear and tear.
- 7. Limitations:** This WARRANTY is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied or collateral, including without limitation the implied warranties of merchantability, fitness for a particular purpose, course of dealing, course of performance, usage of trade or otherwise and any obligation, liability, right, claim or remedy in contract or tort, whether or not arising from Seller's negligence, actual or imputed, to the fullest extent permitted under the applicable law.
- 8. Remedies:** Buyer's sole and exclusive remedy is repair or replacement of the defective Seller manufactured equipment and/or re-performance of the defective service as set forth in this WARRANTY. No action or arbitration for breach of this WARRANTY shall be commenced more than one (1) year after the accrual of the cause of action. For this WARRANTY to be effective, start-up must be undertaken by a certified Seller representative and equipment stored and maintained properly by knowledgeable and trained personnel at all times. If the Seller manufactured equipment is not maintained by Seller, Buyer must demonstrate that it has maintained the Seller manufactured equipment according to the terms and specifications of Seller's maintenance guidelines; failure to do so, or any failure to properly maintain the proprietary equipment or components, will invalidate this WARRANTY.
- 9. Miscellaneous:** Any change, modification or amendment of this WARRANTY must be in writing and signed by an officer of Seller in order to be effective. Seller reserves the right to supplement or change the terms of this WARRANTY in any subsequent warranty offered to Buyer or others. The invalidity of any provision of this WARRANTY shall not affect the validity of the remaining provisions and if any provision of this WARRANTY proves to be invalid or inoperable then Seller and Buyer shall replace the invalid or inoperable clause with a new one having an effect as close as possible to the original provision.

