

WARRANTY

LTD Light Industrial Battery Chargers

The manufacturer warrants that each new and unused LTD Battery Charger (the "Product") manufactured and supplied by it is of good workmanship and is free from any inherent mechanical defects, provided that:

- A. The Product is installed and operated in accordance with generally accepted industrial standards and in accordance with the enclosed printed instructions.
- B. The Product is used under normal conditions for which designed.
- 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.

The warranty is subject to the following conditions:

1. **TERMS OF WARRANTY.** Subject to the exceptions listed below the Product is warranted for one (1) year from date of shipment, provided that the Product is used in accordance with the manufacturer's published performance rating for the unit involved. During said period a product found to be defective will be repaired or replaced. Switch contacts, fuses, and bulbs are not warranted unless found to be defective prior to use. The exceptions to this warranty are as follows:

Ferroresonant power transformers and silicone diodes are warranted for three (3) years, provided however, that during the last two (2) years of this 3 year period the warranty covers parts replacement only – no labor, freight, or other services are provided by the manufacturer, nor shall the manufacturer be obligated to reimburse the owner or any other person for any work performed.

2. **PERSONS COVERED BY WARRANTY.** This warranty is extended by the manufacturer only to the purchaser of new Product from the manufacturer or one of its authorized distributors. The products purchased under this agreement shall be used exclusively by the 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 authorized repair center inspection and judgement. The manufacturer's liability is limited to repair of any defects found by the authorized repair center to exist or, at the manufacturer's option, the replacement of the defective Product after the defective Product has been returned by the purchaser at its expense to an authorized repair center. Replacement and exchange parts will be warranted for the remainder of the original manufacturer Product Warranty, or for a period of ninety (90) days, whichever is greater.

THE MANUFACTURER AND ITS AUTHORIZED DISTRIBUTORS OR DEALERS SHALL NOT BE LIABLE FOR DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, EXPENSES FOR TELEPHONE CALLS, TELEGRAMS, TRAVEL, LODGING, DUTIES AND TAXES, LABOR, RENTAL OR REPLACEMENT EQUIPMENT, LOSS OF BUSINESS OR PROFITS OR OTHER COMMERCIAL LOSSES.

4. **USE OF DEFECTIVE PRODUCT.** Continued use of the Product after discovery of a defect VOIDS ALL WARRANTIES.
5. **ALTERED EQUIPMENT.** Except as authorized in writing, the warranty specified does not cover any product that has been altered by any party other than the authorized repair center.

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. To ensure safe operation, equipment must be installed and serviced by skilled, qualified personnel and in accordance with all federal, state, and local electrical codes. The manufacturer neither assumes nor authorizes any person(s) to assume for the manufacturer 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.

AMETEK Prestolite Power
Troy, Ohio USA

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