

Limited Product Warranty

This Limited Product Warranty (the “**Limited Product Warranty**”) describes EPC Power Corporation’s (“**EPC**”) limited warranty obligations for its Products, as set forth herein. Capitalized terms used but not defined in this Limited Product Warranty shall have the meanings set out in EPC’s standard terms and conditions of sale, available at www.epcpower.com/terms (the “**Agreement**”).

1. **LIMITED PRODUCT WARRANTY.** EPC warrants the Products to be free from defects in workmanship and materials for a period of two (2) years from the date of purchase, (the “**Limited Warranty Period**”), to the original Customer. Third Party Products (as defined in EPC’s terms of sale) shall be subject only to the warranty extended by the original manufacturer. Claims must be submitted, in writing.
2. **EPC’S OBLIGATIONS.** If any part of the Product fails because of a manufacturing defect within the Limited Warranty Period (a “**Covered Defect**”), EPC shall, in its sole discretion, either: (i) repair the product at no charge, using new or refurbished replacement parts, (ii) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (iii) refund the original purchase price of the product. A replacement product/part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes Customer’s property and the replaced item becomes EPC’s property. When a refund is given, Customer’s Product becomes EPC’s property. The Limited Warranty Period shall not be extended if EPC repairs or replaces the Product.
3. **CONDITIONS.** This Limited Product Warranty is subject to the following limitations, exclusions, time limits and exceptions (the “**Conditions**”):
 - (a) This Limited Product Warranty shall be limited to the replacement or repair of any part(s) which EPC determines, after reasonable examination, to have been defective at the time of manufacturing and manufacturer’s obligation(s) shall be limited to replacement, if any, of defective part(s) which shall be shipped at Customer’s expense to Customer’s designated shipping address.
 - (b) Products must have been installed, used, maintained (including preventative maintenance), and serviced in accordance with the EPC manual and other guidelines provided for the for Product.
 - (c) Products must not have not been improperly repaired, altered, or tampered with, or subject to misuse, abuse, or exposed to corrosive conditions. This Limited Product Warranty does not cover any damage due to normal wear and tear.
 - (d) EPC shall not be liable for any failure of the Products due to the fault or failure of any Third Party Products.
 - (e) This Limited Product Warranty is only valid for Products purchased and installed in North America.
 - (f) This Limited Product Warranty is given to and covers the original purchaser only.

- (g) In no event shall EPC be liable for any incidental or consequential damages, including, but not limited to, loss of use of the product, loss of time, inconvenience, expenses for travel, transportation, lodging expenses, loss by damage to personal property or loss of income, profits, or revenue.

For the avoidance of doubt, Covered Defects will not include any of the Conditions.

- 4. NO TRANSFER.** This Limited Product Warranty is not assignable or transferable. It covers only the original purchaser.
- 5. HOW TO OBTAIN WARRANTY SERVICE.** During the Limited Warranty Period, Customer may make a claim under this Limited Product Warranty if it believes a Product it purchased is a defective Product by contacting EPC. Upon receipt and acceptance of a claim, EPC may schedule an onsite service call (a “**Service Call**”) or instruct Customer to, at Customer’s sole expense, ship the Product to an authorized EPC repair center.
- 6. UNCOVERED WARRANTY CLAIMS.** If EPC determines the product does not have a Covered Defect, EPC will provide Customer an estimate for repair or replacement at EPC’s sole discretion. In such an event, Customer will be responsible for the cost of the Service Call, including all testing and other costs and expenses, at EPC’s services rates then in effect.
- 7. EXCLUSIONS AND LIMITATIONS.** THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, FOR THE PRODUCTS. EPC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF EPC CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED PRODUCT WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. IN NO EVENT IS EPC RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, OR ANY COSTS OF SUBMITTAL FOR WARRANTY SERVICE, EVEN IF EPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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