

Lake Shore Electric Corporation Standard Warranty and Limits of Liability

- Lake Shore Electric Corporation warrants its products to be free from defects in material or workmanship over a period of one (1) year from date of shipment or one (1) year from date of startup. In no case shall warranty length exceed eighteen (18) months from date of shipment. Also, no warranty shall be extended or recognized on any equipment for which full payment has not been received.
- If, within one (1) year after shipment, it shall be proved to Lake Shore Electric Corporation's satisfaction that the equipment does not meet the above warranty, and if Buyer promptly advises Lake Shore Electric Corporation in writing, Lake Shore Electric Corporation will make necessary corrections free of charge, F.O.B. works where manufactured. Such necessary corrections constitute the full extent of Lake Shore Electric Corporation's warranty. There are no warranties which extend beyond those described herein.
- Lake Shore Electric Corporation does not warrant any equipment of other manufacturers designated or furnished by Buyer.
- Lake Shore Electric Corporation is not responsible for damage to its equipment through acts of God, improper installation or use, unauthorized repair or modifications, or attempts to operate it above its rated capacities or in abnormal environments.
- In no event, whether as a result of breach of contract, failure to meet conditions of any warranty or shipping schedule, or otherwise, shall Lake Shore Electric Corporation be liable for any special, incidental or consequential damages, including but not limited to, loss of profit or revenues, loss of good will, damage to associated equipment, cost of capital, cost of substitute products, facilities, service or replacement power, cost of downtime or claims of Buyer's customers for such damages.
- If Lake Shore Electric Corporation furnished Buyer with any assistance or advice concerning any equipment supplied, the furnishing of such assistance or advice shall not subject Lake Shore Electric Corporation to any liability, whether in contract, warranty, tort (including negligence) or otherwise.
- As we take great care in packing our apparatus and employ only experienced personnel for this purpose, we cannot be held responsible for breakage after having received "in good order" receipts from the transportation company, all claims for breakage and damage should be made to carriers but we will be glad to render customer assistance in securing satisfactory adjustment of such claims.
- In order to maintain this warranty, Buyer must perform all "required maintenance" as described in the Operating and Maintenance Manual that accompanied the equipment furnished by Lake Shore Electric Corporation.

The foregoing warranty is exclusive and is in lieu of all other warranties, whether written, oral, implied or statutory. No warranty of merchantability or of fitness for purpose shall apply.

Lake Shore Electric Corporation does offer extended warranty coverage on all products. Please contact the factory sales department for information and limits of extended warranty terms and coverage.