

Warranty and Limitation of Damages for TR200 Series drives.

Subject to the terms herein below set forth, Seller warrants the Articles manufactured by it to be free from defects in material and workmanship if properly installed and operated and maintained under normal conditions of use and service, for 72 months from date of drive start-up not to exceed 78 months from the date of shipment from the drives factory. Drive accessories ordered for shipment subsequent to the drive and all items mounted separate from the drive carry a 12-month, depot repair warranty.

If, within the warranty period, Seller receives from Buyer prompt written notice of any claim of defect and if, in the Seller's sole judgment, the Article is found to be defective in materials or workmanship, Seller, at its option and expense, shall replace or repair the defective Article. The Seller's obligation and the Buyer's exclusive remedy hereunder, shall be limited to such repair or replacement. Buyer shall, at Seller's request, ship the Article to the Seller, transportation charges prepaid. If such shipment is not reasonably possible, Seller shall provide service personnel at Buyer's premises to effect such repair or replacement. Canada, the travel time and expenses shall be at the expense of Seller. For Articles located in the rest of Hawaii, Alaska and other countries, travel time and travel expenses will be billed to the Buyer.

In no event will the Seller's liability be greater in amount than the purchase price of the Article, and Seller reserves the right to satisfy its warranty obligation hereunder in full by reimbursing the Buyer for all payments made to the Seller for the Article, and the Buyer shall thereupon return the Article to the Seller.

This warranty shall not be effective if the Article has been subject to overload, misuse, negligence or accident, nor if the Article has been repaired or altered outside of Seller's factory or authorized service station in any respect which, in Seller's judgment, adversely affected its condition or operation. Products manufactured by others and supplied by Seller as part of Seller's Articles are not warranted by Seller, and Buyer's sole recourse shall be under the warranty, if any, of such other manufacturer. Fuses are warranted only when a defect or malfunction of the Article or its components are found to be the cause of the fuse failure.

In cases where any Trane drive is directly connected to a Trane -sold motor, the Seller warrants that the Trane drive will not cause motor insulation breakdown. The warranty will apply for the same period that the warranty described above applies to the Trane drive up to a maximum of 36 months from date of shipment of the drive. The Seller's obligation and Buyer's exclusive remedy hereunder shall be limited to repair or replacement, at the Seller's discretion, of the Buyer's motor in case of such breakdown caused by the Trane drive. This warranty shall not apply if there is any other warranty in force applicable to such motor at the time of breakdown and shall be conditioned upon the Seller receiving notice of such breakdown, within the warranty period. In all cases, the removal of the motor and the shipment of the motor to an authorized motor repair center is at the buyer's expense. Upon receipt of repair estimate, the Seller will authorize the expenses incurred for repair or replacement of the parts related to the insulation breakdown.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR OTHERWISE. SELLER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE ARTICLES OR FROM THE ARTICLES BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT.