

STANDARD WARRANTY FOR TECO-WESTINGHOUSE CONTROLS

WARRANTY CONTROL PRODUCTS

TWMI warrants Control Products for the period of one year from the date of invoice to be of merchantable quality, free from defects in material, workmanship and design. Warranty is limited to the exchange or repair of products. Warranty does not apply to the application or installation of products, service, shipping or transportation costs associated with return or exchange of goods.

WARRANTY PACKAGED SOLUTIONS

TWMI warrants Control Products that are commissioned by an authorized TWMI Service Representative for the period of two years from the Commissioning Date to be of merchantable quality, free from defects in material, workmanship and design and that the products supplied are suitable for the intended application. Warranty is limited to the exchange or repair of products. Warranty does not apply to installation of products, shipping or transportation costs associated with return or exchange of goods or to any subsequent service costs.

Warranty is conditioned upon the installation, operation and maintenance of the Control Products in accordance with TECO-Westinghouse (Canada) Inc. recommendations or standard industry practices and the Controls at all times being operated or used under normal operating conditions for which they were designed.

TECO-Westinghouse Motors (Canada) Inc. shall, at its sole option and expense, either repair or replace, F.O.B. TWMI warehouse, any such Control Product or part there of which is defective within the warranty period.

In the event of a warranty claim, TECO-Westinghouse Motors (Canada) Inc. must be notified promptly following the Control Product failure. The Control Product shall be sent prepaid to TECO-Westinghouse Motors (Canada) Inc. authorized service center for diagnosis on the cause of failure. If the cause of failure is due to defective material, workmanship or design, TECO-Westinghouse Motors (Canada) Inc. will replace or repair the defective Control or Part.

The repair or replacement of defective material and workmanship shall constitute complete fulfillment of TECO-Westinghouse Motors (Canada) Inc. warranty liability whether the warranty claims are based on contract, tort (including negligence and strict liability), or otherwise.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. UNDER NO CIRCUMSTANCES, SHALL TECO-WESTINGHOUSE MOTORS (CANADA) INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FREIGHT.