

Limited Warranty

With respect to any products or services provided by EMS subject to the following conditions, limitations and exclusions, EMS warrants to the Buyer for a period of 12 months from the date of such services will be performed in a good and workmanlike manner, and that any parts and material furnished in connection with reconditioning or repair services will be free from defects in material for such period. The terms, conditions, and limitations of the Electric Motor Shop warranty cannot be waived or modified except by an instrument in writing executed by a duly authorized officer of Electric Motor Shop. Electric Motor Shop warranty shall apply only if: (I) Buyer notifies EMS in writing of the alleged defect within 10 business days of discovery. (II) EMS receives from the Buyer a written notice of the alleged defect within the warranty period. (III) It is EMS that performs the tear-down or disassembly of the equipment to verify the root cause of the alleged failure. (IV) The services or parts and material furnished in connection with the Electric Motor Shop service are covered by its warranty. EMS shall have the option of requiring the Buyer, at the Buyers sole risk and expense, to return the product with respect to which alleged defective services have been rendered, or alleged defective material or parts furnished, to EMS premises for inspection. If EMS determines that the services or parts or material are covered by its warranty, EMS, at its option, will repair or replace the applicable part or product at its facilities during normal business hours. Otherwise, the Buyers sole remedy for the breach of any warranty with respect to services performed by EMS, and parts and material furnished in connection with restoration or repair services, is limited to the money EMS has received for the services, and parts, and materials finished in connection therewith, that the Buyer claims to be inadequate.

This Warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification, or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance, or application or any other cause not the fault of Buyer. EMS shall not assume any responsibility for any loss, damage, or liability arising by reason of the sale of or subsequent use of any product sold by EMS, or in connection with any service performed by EMS.

