

## WARRANTY POLICIES SUMMARY

Franklin Control Systems warrants equipment manufactured by it and sold through authorized sales channels to be free from defects in materials and workmanship from date of invoice by Franklin Control Systems or its authorized sales channel as follows:

- **5 Year Warranty:**

Magnetic Contactors, Electronic Overloads, and Molded Case Circuit Breakers. Variable frequency drives, Cerus Brand, installed only in variable torque applications, properly sized and installed per Franklin Control Systems instruction and industry standards per give application.

- **18 Month Warranty:**

All other products.

- **Exclusions and Requirements:**

Electronic power equipment, including but not limited to Variable Speed Drives, soft starts and all accessories, require input power line protection against line surge, sag and lightning. Proof of installation of these protective devices is required for warranty service. Drive and soft starter warranty excludes normally serviced items, such as variable speed drive cooling fans and capacitors. all power switching productscontactors, breakers, disconnects, and similar products- are warranted within their respective life cycle and power ratings. Usage beyond the specifications for these products is excluded from warranty.

## WARRANTY POLICIES

FRANKLIN CONTROL SYSTEMS (FCS) IS PROVIDING THIS WARRANTY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT WARRANTIES OF TITLE), INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR ALL CLAIMS AGAINST FRANKLIN CONTROL SYSTEMS. FRANKLIN CONTROL SYSTEMS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. FRANKLIN CONTROL SYSTEMS TOTAL LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO THE PRICE PAID FOR ITS PRODUCT.

Franklin Control Systems warrants equipment manufactured by it and sold through authorized sales channels to be free from defects in materials and workmanship from date of invoice by **Franklin Control Systems or its authorized sales channel as follows:** 5 Year Warranty: Magnetic Contactors, Magnetic Starters, Electronic Overloads, Molded Case Circuit Breakers and P Series Drives in Variable Torque Applications. 18 Month Warranty: All other products. If within such period any applicable equipment shall be proved to Franklin Control Systems' satisfaction to be non-conforming, such equipment shall be repaired or replaced at Franklin Control Systems option. This is the exclusive remedy for any breach of warranty. This warranty shall not apply (a) to equipment not manufactured by Franklin Control Systems, (b) to equipment that has

been repaired or altered by other than Franklin Control Systems so as, in its judgment, to affect the same adversely, or (c) to equipment that has been subjected to negligence, accident, or damage by circumstances beyond Franklin Control Systems' control, or improper installation, operation, maintenance or storage, or to other than normal use or service within rated electrical, environmental and mechanical endurance specifications for equipment. Warranty does not cover items that wear with use which require periodic maintenance or replacement; including but not limited to drive fans, drive capacitors, keypads, actuators, contactor contact points and equipment terminals. Specific maintenance for each product must follow Franklin Control Systems recommended practice as detailed in the product user manuals. Failure to properly follow maintenance procedures including, failure to replace wear items as specified in the user manual may void warranty. Non-conforming products must be returned at Franklin Control Systems' expense for evaluation unless this is waived in writing. Replacement products may be new or reconditioned. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. These disclaimers and limitations of remedies apply to all warranties offered to Purchaser and to all Purchase Orders.

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RETURN OF EQUIPMENT: Warranty Returns: Contact Franklin Control Systems for a Return Material Authorization (RMA) regarding equipment under warranty. Non-warranty Returns: Products returned for restock are subject to a 30% charge. Non-standard products (including those having electrical modifications or private labeling) may not be returned, except for warranty service. Acceptance of products for restock is at Franklin Control Systems' sole discretion.

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