



SCHWEITZER ENGINEERING LABORATORIES

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TEN-YEAR PRODUCT WARRANTY

SEL warrants to Purchaser that Products are free from defects in material and workmanship for ten (10) years after shipment. This warranty is conditioned upon proper storage, installation, connection, operation, and maintenance of Products, prompt written notice to SEL of any defects, and, if required, prompt availability of Products to SEL for correction.

This warranty shall be void in its entirety if Purchaser modifies Products, without SEL advance written consent to and subsequent approval of any such modifications, or fails to implement Product upgrades. This warranty shall also be void in its entirety in the event of any use of Products for any applications that require product listing or qualification not specifically included in the SEL written quotation or proposal. If any Product fails to conform to this warranty, Purchaser properly notifies SEL of such failure, and Purchaser returns the Product to the SEL factory for diagnosis (and pays all expenses for such return), SEL shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available, F.O.B. Pullman (freight allowed), any necessary replacement part(s). Any Product repaired by SEL shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original ten (10) year warranty period.

This warranty shall be exclusive and in lieu of all other warranties, whether statutory, express, oral or implied (including warranties of merchantability and fitness for particular purpose and warranties arising from course of dealing or usage of trade), except title and patent infringement. SEL shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL does not warrant products or prototypes provided by SEL for testing or marketing purposes. SEL does not warrant non-SEL products or services.