



**NORTH AMERICAN POWER SYSTEMS, INC.
LIMITED WARRANTY**

COMPONENTS, SUB-ASSEMBLIES AND DEVICES (COLLECTIVELY, "GOODS") MANUFACTURED BY OTHER MANUFACTURERS ARE NOT COVERED BY THIS WARRANTY. ALL WARRANTY INFORMATION FROM THESE OTHER MANUFACTURERS IS PROVIDED WITHIN OR ACCOMPANIES THESE GOODS.

NorAm warrants all goods manufactured by it to be free from defects in material and workmanship for a period of one year after delivery to the original purchaser. Additionally, NorAm warrants all replacement parts supplied by it to be free from defects in material and workmanship for a period of 90 days after date of invoice. For the purposes of this Limited Warranty, delivery is deemed to occur no later than five days following the date of the sale agreement or invoice unless the sale agreement or invoice specifically states a later delivery date in which case the delivery date controls. The original purchaser is the person who places the goods in actual use, and any person holding the goods solely for wholesale or retail sale purposes is not an original purchaser. Any leasing of the goods or other use beyond normal demonstration of same are deemed to be in use by an original purchaser and all warranty periods commence at the time of the use. During the warranty period any defective goods or parts thereof are repaired or replaced at manufacturer's discretion. If any goods or parts thereof must be returned, all transportation charges must be prepaid.

The manufacturer's obligations are solely to repair or replace defective goods or parts or to refund the cost of the same if the manufacturer determines that repair or replacement will not return the goods or parts to proper working order or utility. The remedies set forth in this Limited Warranty are exclusive, and the manufacturer is not liable for special, indirect or consequential damages. The obligations of the manufacturer under this Limited Warranty may not exceed the price of the goods or parts upon which the liability is based.

The warranty shall not extend to tires, lamps, batteries or parts that are altered, changed, damaged or improperly installed, repaired, operated or maintained. This exclusion will not apply to installations, repairs or other work done at the manufacturer's plant or under the manufacturer's direct supervision. The Operations Manual is deemed to set forth the proper procedures for operation, repair, installation and maintenance of the goods.

No representative, dealer or distributor is authorized to make any changes or exceptions to this Limited Warranty unless expressly authorized in writing from the manufacturer. All warranty claims must be filed within 30 days of the failure.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE GOODS AND ANY OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OR SIMILAR LAW AS ADOPTED IN THE STATE OF TEXAS. REPAIR OR REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY.

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**NORTH AMERICAN POWER SYSTEMS, INC.
WARRANTY PROCEDURE**

Any component, sub-assembly or device manufactured by NorAm is warranted as stated in the North American Power Systems, Inc. Limited Warranty.

If a component, subassembly or device manufactured by anyone other than NorAm fails, it is warranted by its manufacturer. However, in some cases, this warranty is handled through NorAm's Service and Warranty department. Therefore, notification must be made to NorAm upon failure for proper warranty procedure.

1. Upon notice of warrantable failure, gather information specific to the cause and results. File warranty claim within 30 days of failure.
2. Contact NorAm's Service and Warranty department and explain the situation. Be ready to provide model and serial number of unit, hours of operation, etc.
3. If replacement of component, sub-assembly or device is determined necessary, NorAm's Service and Warranty department will advise as to the proper NorAm location to ship the unit. In some cases NorAm's Service and Warranty department may provide parts for replacement by the end user.
4. NorAm's Service and Warranty department issues a Returned Goods Authorization (RGA) number. Shipping is paid by customer.
5. NorAm will ship replacement parts via ground freight only and invoice customer for parts and freight as necessary. Expedited freight specified by customer is billed to the customer. Upon examination of parts, NorAm will determine warranty coverage and will issue credit for replacement parts and labor based on the aforementioned criteria. In order to receive credit, all defective parts must be returned within 30 days after failure for examination.
6. If field repair is necessary, contact NorAm's Service and Warranty department for prior authorization or warranty is void. Any repairs approved by NorAm are paid as deemed appropriate by NorAm upon receipt of claim, if filed within 30 days of failure.