

Benning Power Electronics USA, Inc.

## **Power Systems Standard Warranty Policy**

The Benning Power Electronics, Inc. (BPE) warrants the rectifier and inverter products, when properly applied and operated within specified conditions, against faulty materials or workmanship for a period of two years from BPE ship date. An extended warranty is available for purchase from BPE at a rate of 3% per annum of the purchase price of the equipment for a maximum period of five years from BPE ship date. For equipment sites within North America, this warranty covers repair or replacement of defective equipment, at the discretion of BPE, for any equipment manufactured by it and returned to the factory or other authorized location during the warranty period. The products repaired or replaced pursuant to this warranty shall be warranted for the remaining portion of the warranty applying to the original product.

The warranty shall be void if (a) the equipment is damaged by the customer, is improperly used, is subjected to an adverse operating environment, or is operated outside the limits of its electrical specifications; (b) the equipment is repaired or modified by anyone other than the BPE or BPE-approved personnel; or (c) has been used in a manner contrary to the product's operating manual or other written instructions. When an alarmed failure or field tests suggest that the manufactured equipment may be faulty, whether in or out of the warranty period, a full report of the difficulty should be telephoned to the Customer Service Department at the number listed below. Upon receipt of this report, the Service Department will provide the assistance required to repair or replace the equipment.

The BPE will **not** be liable for any associated costs incurred by the user, installing contractor, or wholesaler as a direct or indirect result of failure or in the replacement of defective, in-warranty material, unless the BPE grants prior approval. Unauthorized returns of units for in-warranty repairs will be subject to an inspection and handling charge of \$50 plus any repair and all transportation charges. The customer must obtain return/replacement authorization from Customer Service Department. Indicate the Return Authorization Number that will be provided on the outside of the return packaging materials. The customer is responsible for return shipping charges, shipping insurance, and packaging the equipment securely to avoid shipping damage.

Any technical advice furnished before or after delivery in regard to use or application of equipment is furnished without charge and on the basis that it represents the BPE's best judgment under the circumstances, but it is used at the recipient's sole risk.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE BPE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE BPE'S PRODUCTS AND THE ONLY OBLIGATION OF THE BPE HEREUNDER, SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT, COMPONENTS, OR PARTS; OR, AT THE BPE'S OPTION, REFUND OF THE PURCHASE PRICE OR SUBSTITUTION WITH A NEW REPLACEMENT PRODUCT. THE BPE SHALL IN NO WAY BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES, OF ANY KIND OR NATURE WHATSOEVER, RESULTING FROM THE BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED.

Longer term and F.O.B. job site warranties are available at extra cost. Consult the factory for details.

## Benning Power Electronics USA, Inc

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