

WARRANTY

JAMCO INC. EAGLETRONIC, BATTERY CHARGER

Jamco Inc. (hereinafter called "Jamco") warrants that each new and unused Eagletronic charger (hereinafter called "charger") manufactured and supplied by it is of good workmanship and is free from any inherent mechanical defects, provided that (1) the **product is installed correctly** and operated in accordance with generally accepted industrial standards and in accordance with the printed instructions of manufactures, (2) the product is **used under normal conditions** for which designed, (3) the product **is not subjected to misuse, negligence or accident** and (4) the product receives proper care, **protection and maintenance** under supervision of competent personnel. This warranty is subject to the following provision:

1. PRODUCTS AND PARTS WARRANTED. Subject to the exception listed below each Jamco charger is warranted for a period of **seven (7) years for (Digital Controller Boards) or three (3) years (LED Bargraph Controller)** from the date of its shipment, provided the charger is used in accordance with Jamco's published performance rating or the unit involved on Material and / or manufacturing Defects. The exceptions and Standards to this warranty are as follows:

a. Primary switch contacts are warranted for One (1) Year. Exception for Single Phase Contactors in which Tap settings are set incorrectly and / or uncontrollably varying A/C voltages.

b. Fuses, bulbs and filters are not warranted unless found to be defective prior to use.

c. Power transformers on units **(with digital control)** shipped after January 1, 2002 are warranted for **seven (7) years** after Jamco's shipment of the unit (s) of which they are a part, provided, however, that during the last **four (4) years** of this 7 year period the warranty covers parts replacement only -no labor or other services are provided by Jamco, nor shall Jamco be obligated to reimburse the owner or any other person for any work performed.

d. Power transformers on unit **(with bargraph control)** shipped after January 1, 2002 are warranted for **five (5) years** after Jamco's shipment of the unit(s) of which they are a part, provided, however, that during the last **two (2) years** of this 5 years period the warranty covers parts replacement only - no labor or other serves are provided by Jamco, nor shall Jamco be obligated to reimbursed the owner or any other person for any work performed.

2. COMMENCEMENT OF WARRANTY TIME PERIODS. The warranty periods shall commence on the date of shipment by Jamco.

3. PERSONS COVERED BY WARRANTY. This warranty is extended by Jamco only to the purchaser of new charger from Jamco or one of its authorized distributors. The product purchased under this agreement shall be used exclusively by the buyer and its employees and by no other persons, and therefore there shall be no third party beneficiary of this warranty.

4. LIMITATION OF REMEDY. The existence of claimed defects in any product covered by this warranty is subject to Jamco inspection and judgment. Jamco liability is limited to repair of any defect founds by Jamco to exist or, at Jamco's option, the replacement of the defective charger, F.O.B. factory after the defective product has been returned by the purchaser at its expense to Jamco's shipping place. Replacement and exchange parts will be warranted for the remainder of the original warranty or for a period of ninety (90) days, whichever is greater. Jamco and its authorized distributors or dealers shall not be liable for direct or indirect, special or consequential damages in excess of such repair or replacement. In no event shall the purchaser be entitled to recover for contingent expenses resulting from but not limited to, telephone calls, telegrams, travel expenses, lodging, duties and taxes, labor **(exception made to service depot)***, rental or replacement equipment, loss of business or profits or other commercial losses.

5. USE OF DEFECTIVE PRODUCTS. Continued use of Jamco charger after discovery of a defect voids all warranties.

6. ALTERED EQUIPMENT. Except as authorized in writing, the warranty specified does not cover any charger that has been altered by any party other than Jamco.

EXCEPT AS STATED ABOVE, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. JAMCO NEITHER ASSUMES NOR AUTHORIZE ANY PERSON TO ASSUME FOR JAMCO ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY.

When Labor is covered, One (1) hour of labor at maximum of eighty-five (85) dollars claimed will be allowed to service depot on our list for guaranteed parts replacement only and one (1) hour of travel time at maximum of eighty-five (85)dollars .

Jamco Inc.

