



2780 Highland Avenue  
Cincinnati, Ohio 45212

## STATEMENT OF WARRANTY

January 01, 2003

### ADVANCE EXCHANGE UNIT:

Matlock Electric Co., Inc. warrants all exchanged motors and equipment has been checked and certified to EASA standards and tolerances. Warranty will extend for a period of three years from the date of installation, during which time the apparatus will operate satisfactorily with competent supervision, under rated load, original nameplate data usage and conditions.

Customer will notify Matlock Electric Co., Inc. immediately prior to installation and Matlock Electric Co., Inc. will have the option of inspecting the motor on site in order to insure warrantable condition of unit.

### General Provision:

The foregoing warranty will not apply to defects, occurring within the warranty period, resulting from misuse by customer or by reason of improper installation, application, circuit protection, assembly or repair of the apparatus by others subsequent to the sale or service by the Seller.

If the apparatus does not operate in accordance with the foregoing warranty, the Seller will refund the price of the goods or service or will provide for the reworking or replacing of the apparatus or parts, at the Seller's option, to cause it to so operate for no additional charge to the customer, at the Seller's place of business, and during the Seller's regular working hours. Transportation of the apparatus, if required, will be paid for by the customer. The Seller's liability for any breach of the foregoing warranty shall be limited to such refund, reworking or replacement and, in the case of claims arising out of the Seller's inspection of apparatus, to the charge made for such inspection. Seller shall not be liable to customer, or to any other person, for any indirect, consequential or other kinds of damages arising out of this transaction.

### Disclaimer:

Any implied warranty of merchantability or warranty that the goods can be used for any particular purpose, or any other expressed or implied warranty, except as herein provided, is hereby disclaimed.

No representative of Seller has any authority to modify this warranty in any manner.

Any action for breach of any of the foregoing warranty must be brought within two years after the cause of action has occurred.