

Elpac Power Supply 5-Year Limited Warranty

(a) LIMITED WARRANTIES

STANDARD POWER SUPPLY PRODUCTS LIMITED WARRANTY. Elpac Power Systems standard power supply products for industrial and medical grade desktop and open frame applications are warranted against defects in materials and workmanship to published catalog specifications for a period of 5 years from the date of manufacture, as determined by serial number of date code. Standard power supply products are models designated with prefixes FW, FWA, FWC, FWB, FWP, FSA, FTA, FVA, MSM, MS, MTA, MVA, MSMP, MW, MWA, MWB, MWC, AND MSA.

OTHER PRODUCTS LIMITED WARRANTY. Elpac models designated with prefixes BFS, PS, OVP, M4, W, WM, WP, WRI, AND SS series products are warranted against defects in materials and workmanship to published specifications for a period of 18 months from the date of manufacture, as determined by serial number of date code.

MODIFIED AND CUSTOM PRODUCTS LIMITED WARRANTY. Modified standard and custom products are warranted against defects in materials and workmanship to agreed upon specifications for a period of 1 year from the date of manufacture, as determined by serial number of date code.

WARRANTY OF TITLE. As part of each limited warranty with respect to a product, Elpac warrants that it will pass good title to the product to the original purchaser of the product from Elpac.

(b) WARRANTY CLAIMS LIMITED TO REPAIR OR REPLACEMENT OF PRODUCT

Elpac's obligation upon any non-conformance by a product with its respective limited warranty is limited to replacement, repair, or adjustment of units (except fuses in the products) which prove to be non-conforming during the warranty period and does not include or apply to the installation or removal of the unit from user equipment, nor is any liability assumed by Elpac for consequential, incidental or indirect damages to user equipment.

Elpac Power Systems will accept for repair or replacement any unit according to its respective limited warranty provided:

1. Prior return authorization is obtained and proper authorization codes are indicated on the returned shipment label and packing slips.
2. The shipment is returned to the factory freight prepaid. Collect shipments will be refused.
3. The unit has not been damaged or subjected to misuse, neglect, improper operation or handling, accident, or alteration as determined by the Elpac Power Systems Quality Assurance Department.
4. Elpac will reship the in-warranty repaired units surface freight prepaid.

(c) VOIDING OF LIMITED WARRANTIES, SCOPE AND DURATION OF WARRANTIES.

If any product has been damaged or subjected to misuse, neglect, improper operation or handling, accident or alteration after it has left the possession of Elpac, the applicable limited warranty shall be void. The limited warranties shall not apply to any products which must be replaced or fail because of a buyer's or user's negligence or misuse or which have been modified in any way by a buyer or user without the express prior written authorization of Elpac. Unless otherwise agreed to expressly in writing by Elpac, the duration of any of the limited warranties shall not be extended, and any repair, replacement, and time necessary to repair or replace any product, shall not extend any time period of any warranty.

(d) WARRANTY TRANSFER

When an Elpac Power Systems unit is sold to a manufacturer as either an individual unit or in a subassembly of a system which is being resold, the complete limited warranty for such product is transferable as long as the Elpac Power Systems unit is sold as original equipment.

(e) DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH UNDER THE LIMITED WARRANTIES IN SECTION (a) ABOVE, ELPAC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, AND ELPAC DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

(f) LIMITATION OF LIABILITY

(1) IN NO EVENT WILL BUYER BE ENTITLED TO OR ELPAC BE LIABLE TO BUYER OR ANY USER OF A PRODUCT, OR ANY PERSON OR ENTITY CLAIMING BY OR THROUGH BUYER OR ANY USER OF A PRODUCT, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR BUSINESS INTERRUPTION COSTS, LOSS OF REVENUES, PROFITS OR SAVINGS, REPROCUREMENT, REMOVAL OR REINSTALLATION COSTS, OVERHEAD OR INJURY TO REPUTATION OR LOSS OF CUSTOMERS, OR FOR ANY CLAIMS ASSERTED AGAINST BUYER OR ANY USER OF A PRODUCT BY A THIRD PARTY ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE MANUFACTURE, DELIVERY, SALE, OPERATION, USE OR DEFECT OF PRODUCTS SOLD BY ELPAC, EVEN IF ELPAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

(2) NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, WHERE ANY PRODUCT IS DELIVERED OR PROVIDED TO BUYER OR A USER THAT DOES NOT COMPLY WITH A PRODUCT'S LIMITED WARRANTY, THE AGGREGATE LIABILITY OF ELPAC TO BUYER OR A USER SHALL BE LIMITED TO AND SHALL NOT EXCEED A SUM WHICH EQUALS THE INVOICE PRICE OF THE PRODUCTS PAID BY BUYER TO ELPAC.