

# RONK LIMITED WARRANTY 2017

LIMITED WARRANTY: THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND / OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

REPAIR / REPLACEMENT PARTS ARE NOT COVERED BY LIMITED WARRANTY

Subject to the limitations in this Section and Limitation of Remedy and Liability, Seller warrants that the following RONK MANUFACTURED Goods will be free and clear from defects in the material and workmanship and meet the Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of sixty (60) months from the date of shipment of the Goods by Seller, unless otherwise agreed by Seller in writing:

1. ECONO-PHASE® SHIFTER
2. ADD-A-PHASE®
3. ROTO-CON®
4. ROTOVERTER®
5. POWRSOFT®
6. ROTO-LOAD CENTER®

With regard to FOLLOWING RONK MANUFACTURED Goods, Seller warrants that the Goods will be free and clear from defects in the material and workmanship and meet the Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of twelve (12) months from the date of shipment of the Goods by Seller, unless otherwise agreed by Seller in writing.

1. METER-RITE SWITCHES®
2. POWER FACTOR CORRECTION CAPACITORS
3. BLOCKER®

ALL OTHER PRODUCTS SOLD BY RONK, BE IT AS AN AGENT, CONTRACT MANUFACTURER, RESELLER, DISTRIBUTOR, BUSINESS PARTNER ARE ONLY SUBJECT TO THE WARRANTY OFFERED BY THE RESPECTIVE MANUFACTURER AND NO OTHER WARRANTIES WILL APPLY OR BE IMPLIED. WARRANTIES, FOR OTHER MANUFACTURERS, CAN BE SUPPLIED AT TIME OF ORDER.

The Limited Warranty applies only to the original user of the Goods. The warranty period shall not be extended even if the original shipment of the Goods is not to the original user and even if the Goods are not acquired by or not placed in use by the original user within the warranty period.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller.

Product dimensions and weights listed in product descriptions including those on the Seller's website are approximate and for the convenience of the Buyer. All dimensions should be checked by Buyer prior to installation.

In no case shall the warranty apply unless the following conditions are met:

- a. The product is properly fused and installed in accordance with Seller's installation instructions.
- b. All applicable NEC regulations are followed to insure proper installation.
- c. No modifications have been made to original unit.
- d. Adequate ventilation and shielding must be provided such that ambient cooling air does not exceed 40 degrees C and that no liquid or foreign matter is capable of being ingested into the product.
- e. The product must be installed in a non-corrosive environment.
- f. The product is not installed in explosive environment.

Within the warranty period and within thirty (30) days from Buyer's discovery of any warranty defect, Buyer shall notify the Seller of the defect and obtain a Return Goods Authorization ("RGA") from Seller. Seller shall at its option and as Buyer's exclusive remedy, repair, correct or replace FOB Seller's Nokomis, IL factory, or refund the purchase price for, that portion of the Goods found by Seller

to be defective. Failure of Buyer to obtain an RGA within the applicable time period shall be deemed an unconditional and absolute waiver of Buyer's claim for such defects. Goods repaired or replaced within the warranty period shall be covered by the Limited Warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Buyer assumes all other responsibility for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of the Goods, either alone or in combination with other products.

**LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER THE SECTION "LIMITED WARRANTY".

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES SET FORTH IN THE TERMS AND CONDITIONS ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION, SHALL SELLER'S LIABILITY TO BUYER AND / OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND / OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocates the risk between Seller and Buyer and form a basis of this bargain between the parties.

It is expressly understood that any technical advice furnished by the Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to: acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its Buyers on such basis as Seller determines to be equitable without liability for any failure of performance which may result there from.

2/22/17 TWG/CO