



Warranty

Grand Power Systems (Seller) warrants for a period of 12 months from date of shipment that the Products will meet the agreed upon product specifications, and be free from defects in material and/or workmanship under normal use and operation; provided the product has not been subjected to abnormal stresses.

Seller's liability and the Buyer's exclusive remedy for claims for defective products, if promptly made in writing to Seller within the warranty period, provided such products are returned to the factory, and such claims which are found, in the reasonable judgment and verification by the Seller, to be defective, shall be limited to repair, replacement or refund of original purchase price. All shipping costs shall be the responsibility of the Buyer.

The foregoing is the sole and exclusive warranty of Seller. All other warranties written or oral, statutory, expressed or implied, including, without limitation, any implied warranty or merchantability or fitness for any particular purpose, are hereby disclaimed by Seller and excluded from these terms of sale.

In no event shall Seller or its suppliers be liable for any special, indirect, incidental or consequential damages including, but not limited to loss of profit or revenues, loss of use of the products provided or any associated products or equipment, damage to associated products or equipment, cost of capital, cost of substitute products or equipment, facilities, downtime costs, labor or associated expenses, removal or installation, or claims of purchaser's customer for such costs.

Except as a result of Seller's own acts or recommendations, the foregoing warranties will not apply to any defect that has been solely caused by another's misuse, neglect, improper installation, improper operation, improper maintenance, repair or alteration, accident or unusual deterioration or degradation of the Product or parts thereof due to physical environment beyond the requirements of Product specifications.

Products repaired or replaced under the above warranty will be similarly warranted for the remaining term of the original Product warranty.

Updated 12/13/2019

Grand Power Systems is the d/b/a for GTI Power Acquisition, LLC and Warner Power Acquisition, LLC.

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