

EXELS INDUSTRIAL SOLUTIONS (EXELS) warrants their equipment will meet the specifications agreed to in writing and will be free from defects in material and workmanship for a period of 2,000 hours or 1 year from ship/install date; whichever comes first.

PRE-TEST INSPECTION & WARRANTY PERIOD: Every major item of equipment manufactured by EXELS is inspected and tested before shipment and is guaranteed against defects in workmanship and material during the warranty period from the date of delivery to our customer.

REPLACEMENT: The liability of EXELS under the conditions of the warranty is expressly limited to the cost of repair or replacement of any part found to be defective at our discretion, FCA our plant in Ontario, Canada.

NOTIFICATION: The obligation of EXELS under the warranty is conditional on the prompt receipt of written notice of the claim within the warranty period, including details of the defect.

APPROVAL: Prior to any repairs being done, approval must be obtained in writing from EXELS for any inspection, adjustment, repair and/or replacement under the warranty, either at EXELS' plant, or at the customer's or other location. Items to be returned to EXELS must obtain a return approval number from EXELS prior to shipment and must be returned by prepaid freight. Item must be paid in full to be eligible for warranty.

LOCATION: Any adjustments to be made under the warranty at any location other than the EXELS plant must have complete and prior written approval from EXELS, which must include approval of the nature of the adjustment and all parties performing any or all of the work involved. Repairs performed by anyone without the prior approval of EXELS will invalidate and void the warranty.

REPAIR WORK: EXELS is not liable if the purchaser carries out any changes or repair work without prior consent by EXELS. Where warranty claims occur outside the Region of Kitchener, Ontario, Canada, EXELS shall charge and the Purchaser shall pay, time and expenses for travel only, at EXELS' rates then in effect by EXELS.

USAGE: There is no warranty, express or implied, of suitability, merchantability or fitness of any piece of equipment for any particular purpose or operation. The warranty applies only to equipment manufactured and warranted by EXELS under normal use and service and does not apply in the event of any damage caused by neglect, accident, misuse, or resulting from any alteration to the equipment without prior specification approval from EXELS.

LIMITATION: EXELS will not be liable for any loss, or expense resulting from damages. EXELS liability to the buyer for any cause whatsoever shall be limited to the purchase price paid to EXELS for the goods. In no event shall EXELS be liable for any special, incidental, indirect, consequential or punitive damages, even if EXELS has been advised of the possibility thereof, including but not limited to lost profits, lost business revenue, damages resulting from loss of data or loss of use of the goods or damages claimed against buyer by any other person, arising under any circumstance.

MANUFACTURER: Warranty claims involving items, which are not specifically manufactured by EXELS, are the responsibility of the manufacturer of the item and claims on these items will be directed to the manufacturer responsible. Please note that the EXELS warranty does not exceed or supersede the warranty from other manufacturers.

SHIPPING: It is the responsibility of the customer to inspect all items of equipment immediately upon receipt and notify both the carrier and the shipper of any claims resulting from shortages or damage and to provide all the documentation required to establish the claim.

MAXIMUM: Maximum liability is limited to and in no case to exceed the purchase price of the unit manufactured and warranted by EXELS.