

TWO YEAR FIELD SERVICE PRODUCT WARRANTY (Optional Warranty, Available for Additional Charge)

Simplex, Inc., warrants the industrial electrical control, test and accessory equipment and parts and accessories thereof to be the kind and quality described in Simplex's specifications and to be free from defects in material or workmanship under normal service, its obligations under this warranty being limited to a **period of twenty-four (24) months** from date of shipment from the Simplex Factory as indicated by the serial date code on the nameplate or sales records. Simplex obligations under this warranty shall be limited to field repair or replacement of failed materials by the services of a Simplex Factory Technician.

This warranty shall **provide all materials and labor in the form of a Simplex Factory Technician** to repair or replace materials which upon inspection by Simplex are indicated to have failed in normal service. This warranty shall not cover the costs of buyer supplied materials or labor to perform such repairs or replacement.

Services performed by a Simplex Factory Technician for the repair of buyer caused failed materials and/or for defects of field installation shall be billed to the buyer at a rate of \$840.00 per day labor, plus charges for all materials at normal Simplex parts prices and all travel expenses at cost to Simplex.

Field warranty services under this product warranty shall be initiated within 72 hours of approval by the Simplex Field Service Manager. This warranty does not cover start-up services which are provided separately at charge to the buyer.

The provisions of this warranty shall not apply to any equipment, part or accessory which

- (a) has been improperly specified by buyer;
- (b) has been improperly stored or handled prior to placing in service;
- (c) has been improperly mounted, installed or connected;
- (d) has not been operated within specifications as stated on its nameplate, label, placard, or within its operating manual;
- (e) has not been properly maintained;
- (f) parts supplied by buyer for inclusion in finished equipment are not covered by this warranty;
- (g) components or assemblies specified by buyer with no substitution permissible that are not normally used by Simplex are not covered by this warranty.

Simplex reserves the right to reject warranty claims of any kind against assembled equipment, parts or material for which Simplex has not received payment in full.

Should buyer, at his own risk, elect to replace failed equipment or parts in the field rather than obtain service under this warranty, Simplex will supply and invoice parts at normal prices upon receipt of buyer's bonafide purchase order. Failed equipment or parts returned for in-warranty crediting in exchange for replacement parts must be returned within 45 days from date of shipment of replacement in order to qualify for warranty consideration. Failed equipment or parts returned after 45 days may be subject to a restocking charge of 20% or a minimum charge of \$50.00 whichever is greater.

This warranty is in lieu of all other warranties, express or implied, and all other obligations or liabilities on the part of Simplex, and Simplex neither assumes nor authorizes any other person to assume for it any other liability in connection with any such electrical control, test or accessory equipment or accessories or parts.

This warranty is available for installations in the forty-eight contiguous U.S. states only.