



YASKAWA AMERICA, INC. (YAI)

Limited Warranty for MCC-VFD manufactured to CES's specifications by YAI

- At the time of shipment, new and unused product sold by shall be free from defects in materials and workmanship. Yaskawa warrants that for a period of one (1) year from the date the product is first used by customer, or 18 months from the date of shipment, whichever occurs first, if any product or part is found by Yaskawa to be defective, Yaskawa will, at its sole discretion and as customer's exclusive remedy, either repair, replace or return the purchase price paid to Yaskawa provided that the subject product is used under normal conditions for which it was designed and installed, operated and maintained in accordance with Yaskawa instructions and in accordance with generally accepted industrial practices. This 18-month warranty will be upgraded to 24-months upon factory start up registration by CES, as a Certified Authorized Service Provider (ASP) of Yaskawa America.
- Products repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from date of the repair or shipment of the replacement, whichever is longer. Yaskawa warrants, for a period of ninety (90) days, that services shall be performed in a workmanlike manner. Customer's sole remedy for a breach of this service warranty is limited to further service or a refund or credit of amounts paid by customer, at seller's option.
- Yaskawa's warranty obligation shall be conditioned upon receipt by Yaskawa of written notice of any alleged defects within sixty (60) days after discovery. Yaskawa will not be responsible for unauthorized repairs to any products, even if defective. Yaskawa shall not be responsible for any products which have been altered, abused, misused, or improperly installed or repaired, or for any loss, damage, defect, claim or non-performance resulting from or attributable to customer's specifications. Yaskawa does not guarantee production rates or the quality of goods made using Yaskawa's products or services, nor shall any longer warranty periods apply, except as agreed in writing signed by an authorized Yaskawa representative.
- Where customer orders non-stock products or parts manufactured by a third-party, Yaskawa will, to the extent permitted, pass through to customer any warranty of the manufacturer. As to such items, customer's sole remedy for breach of warranty shall be the remedy offered by and available from the manufacturer, if any.
- Yaskawa shall in no event be responsible for any damage or loss of opportunity to the customer that arises due to failure of the delivered product. Yaskawa shall not be responsible for any programs (including parameter settings) or the results of program execution of the programs provided by the user or by a third party for use with programmable Yaskawa products. The information described in product catalogs or manuals is provided for the purpose of the customer purchasing the appropriate product for the intended application. The use thereof does not guarantee that there are no infringements of intellectual property rights or other proprietary rights of Yaskawa or third parties, nor does it construe a license. Yaskawa shall not be responsible for any damage arising from infringements of intellectual property rights or other proprietary rights of third parties as a result of using the information described in catalogs or manuals.