

Certificate of Warranty

LIMITED WARRANTY CERTIFICATE for AMERICAN POWER SYSTEMS, INC.
X SERIES.

AMERICAN POWER SYSTEMS, INC., Inc. (hereinafter referred to as the Company) warrants to the original purchaser or original user that all AMERICAN POWER SYSTEMS, Inc. alternators sold by it and all parts thereof are free from defects in material or workmanship under a normal use and services. The Company's sole obligation under this warranty shall be limited to furnishing replacement parts, F.O.B. Davenport, Iowa, for 18 months from the date of initial manufacture of the alternator, or for 12 months in service life, which ever occurs first, for any parts which the Company's examination shall disclose to its satisfaction to be defective.

WARRANTY RETURNS POLICY. Using Company troubleshooting form, if unit appears to be defective Company will issue a DHL ground pickup tag. Any units sent to Company without an RA will be refused. Upon arrival the unit will be evaluated and if found to be defective repaired at no charge and shipped DHL ground to user or dealer. User or dealer may upgrade to overnight shipping by providing credit card for upgrade. Units found not to be defective will be returned to user via user or dealer's shipping account number.

LABOR CLAIM. Company alternators install simply and easily. The Company will reimburse the installing authorized dealer in the amount of 0.75 hours labor charge at the national labor rate average of \$85 for the removal and replacement of the defective warranty alternator. Labor will not be reimbursed for units not found to be defective. Labor will not be reimbursed to temporarily replace and remove units. Claim must be submitted on Company form # AAILC230098.

MISUSE. Brushes are considered a wear part and may be replaced at the cost of \$89.25 during the term of the warranty period. Unit must be returned to Company, freight prepaid to have brush change performed. The company publishes performance specifications for alternators including output curves. The warranties provided herein will not apply if the alternator, in the judgment of the company, has been subjected to overload beyond published curves, overload, misuse, excessive dust, negligence, accident, corrosive atmospheres, paint over-spray, open circuit voltage, welding on the chassis, excessive thermal shock, excessive vibration, physical damage to the alternator, burnt stator, damage due to dropping the alternator, alterations by unauthorized service personnel, operation contrary to the Company's instructions or if the serial number has been altered, defaced, or removed. The Company shall not be liable for any default or delay in the performance of these warranties caused by contingency beyond its control, including war, government restriction or restraints, strikes, fire, flood or short or reduced supply of raw materials, or parts. Units subject to misuse will be repaired and billed at a flat rate of \$150 per unit plus shipping.

VOID. The warranties herein shall be null and void if the alternator is not installed by a competent mechanic and/or if the alternator is not installed according to Company instructions and/or if the alternator is not maintained according to Company's instruction.

REMEDY. The warranties set out in this certificate are the exclusive remedy of the original owner or user in lieu of all other warranties written, oral or implied (including any warranty of merchantability or fitness for the purpose) and all other obligations or liabilities on the part of the Company, and the Company neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale, installation or use of the alternator or any parts thereof.

AMERICAN POWER SYSTEMS, Inc.
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