

CLARY CORPORATION
LIMITED WARRANTY
DEPOT REPAIR – SP Series UPS Systems – 9/1/2018

1 TIME AND SCOPE OF WARRANTY:

- 1.1 Clary Corporation, (hereafter referred to as Clary) hereby warrants newly manufactured UPS Systems and batteries shipped under this agreement to be free from defects in material and workmanship for a period of Three (3) Years following the date of delivery. This warranty is applicable only to the initial retail purchaser and is not transferable. This warranty is applicable to systems delivered after April 1, 2018. This warranty is applicable only to SP Series (models SP1250LX, SP2000LX, SP560, SP1250LE and SP1250DLE) sold for use in road-side traffic signal control applications or intelligent traffic systems applications.
- 1.2 Clary Outpost or Garrison batteries shall be considered part of the UPS System when purchased together for installation.
- 1.3 The date of delivery as used herein will be the date on the Bill of Lading. If no Bill of Lading is issued, the date of shipment shall be shown on seller's shipping document.
- 1.4 No provision of this warranty shall cover equipment which has been altered or modified from the original specifications to which same was manufactured or work performed by owner or third-party unless authorized in writing.
- 1.5 This limited warranty applies only to Clary Corporation equipment installed in the United States and Canada.
- 1.6 Accidental damage, misuse or normal wear shall not be construed as a defect. Batteries must be maintained during storage and operation in accordance with the technical manual, including proper temperature storage and charging.
- 1.7 Warranty coverage of batteries does not include failure due to breakage, transitory damage, freezing, abuse, neglect, fire, explosion, flood, case bulging cause by excessive/high temperatures, lack of temperature compensation, damage from electrical equipment, overcharge, undercharge, modifications or alterations to the battery, batteries requiring charging only, improperly sized batteries, use outside of intended applications, batteries not maintained in storage, batteries installed in strings of mismatched sizes/ages, premature failure due to high temperature operation, or any reason not directly related to material or manufacturing defect. Warranty coverage does not include battery disposal.
- 1.8 Where DOT acceptance is required per state contract, the warranty period for the UPS system and battery packs shall begin on the date of the final acceptance by the Department, provided such date does not exceed 180 days from the date of shipment. In absence of written notification of final acceptance, the warranty shall commence of the date of delivery.
- 1.9 This warranty may be extended in part for up to two years at additional cost at the time of original equipment purchase. Extended warranties exclude battery coverage.

2 LIMITS OF "IN-WARRANTY" SERVICE LIABILITY

- 2.1 Clary is obligated during the in-warranty period to provide service and/or adjustments to the properly installed equipment for its intended use. Incorrectly installed and/or non-application use voids all stated warranties.
- 2.2 Equipment requiring warranty service must be returned to Clary Corporation, DEPOT REPAIR, 150 E. Huntington Drive, Monrovia, California 91016. Prior to return, a Return Material Authorization (RMA) shall be requested by calling (800)-42-CLARY. All transportation charges shall be prepaid by customer. Claims must include details of the original date of installation, equipment settings, installation location, and mode of failure. The equipment will be returned freight collect by Clary to the customer's location specified in the RMA via Clary's preferred carrier unless otherwise stated in customer's shipping instructions.
- 2.3 During the warranty period, no service charges should be payable by the buyer for service performed other than for service necessitated by accident, misuse, theft, abnormal line or source voltage fluctuations, abnormal conditions of operations, damage by the elements or damage resulting from adjustments, repairs, or modifications made by other than Clary authorized personnel, or the buyer's failure to reasonably maintain the equipment in accordance with industry best practices.

3 PRODUCT CHANGES

- 3.1 Clary reserves the right to make changes, additions, and/or improvements in its products without incurring any obligation to inform existing users or install them on its previously sold products.

TO THE EXTENT ALLOWED BY LAW, THE FORGOING WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN. IN NO EVENT WILL SELLER BE LIABLE FOR COLLATERAL OR CONSEQUENTIAL DAMAGES BEYOND THE EXTENT ALLOWED BY LAW. CLARY SHALL NOT BE LIABLE FOR LOSS OF PROFITS, INJURIES TO PROPERTY OR LOSS OF USE OF PRODUCT OR ANY OTHER ASSOCIATED OR ATTACHED EQUIPMENT. No person is authorized to assume in behalf of Clary any obligation or liability in connection with the sale warranty or service policy of any products manufactured and/or marketed by Clary beyond the warranty description on the face hereof.