

ACI SPECIALLY MANUFACTURED PRODUCT WARRANTY

Automation Components, Inc. (hereafter “ACI”) routinely provides either a 5-Year Limited Warranty or a 2-Year Limited Warranty to the initial purchaser of any product manufactured by ACI based on the product category. For any part or product sold by ACI, but manufactured entirely by a company other than ACI, whether or not relabeled with ACI product information or ACI product number, or repackaged with ACI information, ACI routinely provides a 2-Year Limited Warranty to the initial purchaser. **However, for products specially manufactured by ACI according to the design specifications and requirements of the purchaser such as the parts identified with the prefix “X”, ACI provides a 3-Month Limited Warranty, the terms of which are described below:**

With regard to specially manufactured products, as described above, ACI warrants that beginning on the date the initial purchaser receives products from ACI, such products, for a term of 3 months, will be (i) free from defects in workmanship; and (ii) free from defects in materials. The term “free from defects in workmanship” means that the specially manufactured products will conform to the product specifications supplied by the purchaser, provided, however, ACI does **NOT** warrant that when such specially manufactured products are utilized by purchaser, they will be suitable for the selected application. The term “free from defects in materials” means that the product will be free of material defects.

In the event any defect(s), as defined above, manifests itself or is discovered within the 3-Month Limited Warranty period set forth above, ACI will, at its sole discretion, do one of the following:

- 1) Repair the defective product;
- 2) Replace the defective product; or
- 3) Refund to the purchaser, the amount charged by ACI for the original product.

The choice of which of the above remedies will be provided to the purchaser by ACI, pursuant to this Limited Warranty, shall be solely in the discretion of ACI.

THIS 3-MONTH LIMITED WARRANTY SET FORTH ABOVE, PROVIDED TO THE INITIAL PURCHASER OF ACI SPECIALLY MANUFACTURED PRODUCTS, IS MADE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY OTHER IMPLIED WARRANTIES CREATED BY COMMON LAW IN ANY JURISDICTION, ARE ALSO EXPRESSLY WAIVED AND DISCLAIMED. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF SPECIALLY MANUFACTURED PRODUCT FROM ACI AND **NOT** TO ANY SUBSEQUENT PURCHASERS OF THE SAME PRODUCT.

All consequential damages, including, but not limited to, costs of repair, costs of recall, costs of replacement, costs of correction, costs of removal, costs of disassembly, costs for failure analysis, costs for fault isolation, costs for reinstallation, costs for re-inspection and costs for retrofit, are excluded by this Limited Warranty.

All products that are returned to ACI must be accompanied with a Return Authorization Number which can be obtained by calling, faxing, emailing, or using ACI’s online RMA program on ACI’s Website prior to returning the product at http://orders.workaci.com/ACI/ACI_Customer_Login.aspx.

Before ACI will ship a replacement product in advance (“**Advance Replacements**”) the customer must issue a new purchase order. Once defective parts are returned to ACI by the customer and, if they are found to be covered by ACI’s Specially Manufactured Product limited warranty, a credit will be issued to customer against the Advance Replacement purchase order.

EXCLUSIONS

ACI’S SPECIALLY MANUFACTURED PRODUCTS WARRANTY SHALL NOT EXTEND TO, INCLUDE, OR BE APPLICABLE TO:

- A. Loss or damage to real or personal property which is not part of the product covered by this Limited Warranty.
- B. Any damage to the extent it is caused or made worse by:
 1. Improper maintenance or improper operation by anyone, other than ACI, its employees, or agents.
 2. Failure by the purchaser to give notice to ACI of any defects within a reasonable time after the defect is discovered.
 3. Changes, alterations, or additions made to the product by anyone after the purchaser takes possession of the product.
- C. Loss or damage which the purchaser has not taken timely action to minimize or mitigate.
- D. Loss or damage caused by normal wear and tear or normal deterioration.
- E. Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a defect in workmanship or defect in materials as defined above.
- F. Loss or damage caused by or resulting from accident, riot, and civil commotion, fire, explosion, smoke, water escape, excessive moisture or humidity, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, and wind-driven water.
- G. Loss or damages which exceed, in value, or are different from the remedies agreed to be performed by ACI, in subparagraphs 1, 2 and 3 of the third full paragraph of this Limited Warranty.
- H. Incidental expenses related to inconvenience or relocation during repairs.
- I. Costs or damages, regardless of how such costs or damages are categorized or delineated, associated with reinstalling, repairing, replacing or correcting any defective ACI product.
- J. Costs or damages, regardless of how such costs or damages are categorized or delineated, associated with removal or disassembly.
- K. Costs or damages, regardless of how such costs or damages are categorized or delineated, associated with failure analysis or fault isolation.
- L. Costs or damages, regardless of how such costs or damages are categorized or delineated, associated with any re-inspection following replacement.
- M. Expert fees to determine the cause and extent of the damage, regardless of how such expert fees are categorized or delineated.
- N. Cost or damages, regardless of how such costs or damages are categorized or delineated, associated with temporary repairs.
- O. Loss of use and enjoyment while repairs are being made, regardless of how such damages are categorized or delineated.
- P. Refinancing costs incurred when additional money is borrowed to do the repairs, regardless of how such damages are categorized or delineated.
- Q. Consequential damages (except where required by State law).
- R. Any product of ACI which has befallen an accident or been improperly installed, after having been acquired by Purchaser.
- S. Any economic loss caused by or arising from the use of any ACI specially manufactured product will only be covered according to the specific terms and limitations set forth in this Limited Warranty. No “tort” remedies will be available to purchaser, for any economic loss caused by or arising from specially manufactured products supplied by ACI to purchaser. Also, no “implied warranties” will be available to purchaser for any economic loss caused by or arising from specially manufactured products supplied by ACI to purchaser because all such “implied warranties” have been excluded by ACI’s Specially Manufactured Products Limited Warranty.
- T. Any product without the batch number, lot number, serial number, label, or any other marking on the product may, at the discretion of ACI, be voided from ACI’s Specially Manufactured Product Limited Warranty.
- U. Any shipping damage not as a direct result of fault on ACI’s behalf.
- V. Any factory seals that have been tampered with or broken shall void ACI’s Specially Manufactured Product Limited Warranty.

Any ACI specially manufactured products will contain a label marking or number that begins with the prefix of “X”.