



SCHWEITZER ENGINEERING LABORATORIES, INC.

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TEN-YEAR PRODUCT WARRANTY

SEL warrants to Buyer that Products are free from defects in material and workmanship for ten (10) years after shipment for all SEL Products, including SEL-manufactured control enclosure structures and panels. This warranty is conditioned upon proper storage and shall be void in its entirety if Buyer modifies Products without prior written consent to and subsequent approval of any such modifications by SEL or uses Products for any applications that require product listing or qualification not specifically included in the SEL written quotation or proposal.

If any Product fails to conform to this warranty, Buyer properly notifies SEL of such failure and Buyer returns the Product to SEL factory for diagnosis (and pays all expenses for such return), SEL shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available any necessary replacement part(s), or product(s); freight will be prepaid by SEL (Carriage Paid To (CPT) customer's place of business). If SEL is unable or unwilling to repair or replace, SEL and Buyer shall negotiate an equitable resolution such as a prorated refund or credit to the Buyer's account. Any Product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT.

SEL shall, whenever possible, pass the original manufacturer warranty to Buyer for non-SEL products. SEL does not warrant non-SEL products, including non-SEL control enclosure structures, and non-SEL products within SEL panels, control enclosure structures and systems, and products or prototypes provided by SEL for testing, marketing, or loan purposes. SEL shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective Services (including Services performed in conjunction with SEL systems) at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original Services.