

Pacific Electric, Inc.

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Manufacturers of Electrical Distribution Equipment

WARRANTIES

The Company guarantees all equipment manufactured and sold by the Company against defective material and workmanship for a period of one year from date of shipment, this guarantee being limited to repair or replacement by us at the Company's plant of any equipment which the Company determines is defective in material and workmanship.

This warranty does not apply to, nor is any expense or other liability assumed for any equipment to which unauthorized repairs or modifications have been made even though such equipment is defective or not in accord with the specifications. Any such repairs or modifications must be authorized by the Company in writing.

The Company's responsibility does not extend to equipment not manufactured by Pacific Electric, Inc.. The supplier's warranty, only, applies to purchased components.

The Company shall not be liable for any damages resulting from any improper installation of any equipment sold, or from any accidental or intentional attempts to operate it in excess of its rating or in abnormal atmosphere or environments.

The Company shall not be liable, under any circumstances, for any loss of profits or other contingent, consequential or special damages.

THE FOREGOING WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE) WHETHER EXPRESSED OR IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER OBLIGATION, AND SHALL CONSTITUTE THE SOLE REMEDY OF THE PURCHASER AND SOLE LIABILITY OF THE COMPANY.