

ONE YEAR LIMITED WARRANTY

**TLB/LBO
Load Bank**



1. **LIMITED WARRANTY**

This warranty applies to new Series TLB or LBO Load Bank (“Product”) by Thomson Technology Power Systems ULC dba Thomson Power Systems.

Thomson Power Systems warrants that it will repair or replace, at Thomson Power Systems’ sole discretion, any Product that proves to have a defect in material or workmanship during the time period of effectiveness of this limited warranty, provided that initial inspection and start-up of the installation are conducted by Thomson assigned personnel.

Any parts or equipment that the purchaser/owner claims to be defective must be returned to Thomson Power Systems. Repair, replacement or appropriate adjustment will be made upon examination, inspection and testing by Thomson Power Systems, if the part is determined to be defective under normal use.

Time limitations of Limited Warranty

This coverage shall become effective upon the date of initial energization of new Product, and shall expire 12 months thereafter. Notwithstanding the foregoing, coverage shall not extend beyond 18 months of the original shipment date of the Product from Thomson Power Systems’ factory.

Extended Limited Warranty Coverage (Optional)

At the Buyer’s election extended warranty protection can be extended as follows:

- 2 year warranty - extended 12 months beyond the standard warranty coverage from either the date of initial energization or the date of shipment of new product.
- 5 year warranty - extended 48 months beyond the standard warranty coverage from either the date of initial energization or the date of shipment of new product.

This option is available for purchase at any time throughout the Product standard warranty period.

2. **THOMSON POWER SYSTEMS’S RESPONSIBILITIES UNDER THE LIMITED WARRANTY**

Thomson Power Systems shall be responsible for:

- A) The repair or replacement, at Thomson Power Systems’ selection, of defective Products, which are eligible under this warranty. Any labour associated with the warranty procedure shall be provided by Thomson Power Systems or its Authorized Service Representative (ASR), to a maximum of four (4) hours. In the event that labour on site may exceed this time, additional charges and associated work must be authorized by Thomson Power Systems.
- B) All Travel time and mileage expenses covered by this limited warranty are limited to a maximum of four (4) hours labour at regular time, and 200 kilometers (125 miles), unless these additional charges have been authorized by Thomson Power Systems for work done within North America. Any expenses in excess of this maximum allowance shall be to the account of the Owner, and will be charged at Thomson Power Systems’ standard rates (per Thomson Power Systems Price List PL017). In the event that an ASR performs the work, expenses in excess of this maximum allowance shall be to the account of the Owner, paid to the ASR charged at their applicable rates.
- C) In the event that an ASR performs the work, costs for one technician only will be covered under this warranty. Multiple technicians may be eligible for coverage only if preauthorized by Thomson Power Systems prior to the performance of the service work.
- D) In the event that an ASR performs the work, costs for one occurrence per claim will be covered under this warranty. Additional costs for repeat attendances to correct the same deficiency/problem may be eligible for coverage only if preauthorized by Thomson Power Systems prior to the repeat of the service work.





- E) For Warranty consideration or approval, claims must be submitted to Thomson Power Systems within one (1) week of the warranty procedure site work.
- F) Whenever possible, reasonable measures must be made to notify Thomson Power Systems and perform remote technical troubleshooting at the earliest opportunity.

3. OWNER'S RESPONSIBILITIES UNDER THE LIMITED WARRANTY

Owner shall be responsible for:

- A) Proper operation and maintenance of the Product.
- B) Maintaining a detailed record of all maintenance or system repairs performed.
- C) Making the warranted Product available to Thomson Power Systems or its designated ASR for warranty repair, during normal business hours.
- D) Any labour charge differential incurred for overtime labour. Overtime labour charge differential shall be the difference between Thomson Power Systems' regular and overtime rates.
- E) Any costs incurred as the result of the removal or reinstallation of the Products or Systems undertaken by the Owner or the Owner's representative.
- F) Any administrative costs borne by the Owner or the Owner's representative as a result of a warranted failure.
- G) All costs of transportation, lodging, meals (except those allowed in paragraph 2B) incurred by Thomson Power Systems.
- H) Returning all defective product to Thomson Power Systems for examination, inspection and testing. All freight charges are at the Owner's expense.

4. LIMITATION OF THOMSON POWER SYSTEMS'S OBLIGATIONS UNDER THE LIMITED WARRANTY

- A) The obligations of Thomson Power Systems under this limited warranty shall be voided, and Thomson Power Systems shall not be responsible for:
 - i) Failure resulting from improper handling, storage or installation.
 - ii) Failure resulting from Owner or operator abuse or neglect.
 - iii) Failure resulting from modifications or repairs not authorized by Thomson Power Systems in writing.
 - iv) Failure due to normal wear and tear, or as a result of lack of routine maintenance.
 - v) Damage due to negligent maintenance practices such as, but not limited to:
 - a) Failure to disconnect all sources of power before servicing the Product.
 - b) Application of voltage source not suitable for the Product.
 - c) Use of wiring not suitable for the Product.
 - vi) Failure to perform scheduled maintenance such as required by regulatory authorities or as prescribed in product manuals.
 - vii) Failure attributed to abnormal voltage or current levels, including transients.
 - viii) Failure of Owner to provide written notice and details of a defect to Thomson Power Systems in a timely manner.





- ix) Failure to make Products available to Thomson Power Systems or its ASR in a timely manner.
- B) Thomson Power Systems shall not be responsible for any administrative costs associated with the warranty procedure.
- C) Thomson Power Systems shall not be responsible for costs related to substitute or temporary equipment, which Owner provided in conjunction with the warranted repair.
- D) Thomson Power Systems shall not be responsible for any contingent costs related to failure of the Product, including damage to property and loss of use of property.

5. RETURN OF PRODUCTS UNDER LIMITED WARRANTY

No Product may be returned to Thomson Power Systems without prior written consent. Thomson Power Systems will not accept shipping charges, for the return of defective Product to its factory or authorized service outlet, or the return of repaired or replacement Product to the Owner. Return Material Authorization (RMA) Request form is available from our website at www.thomsonps.com.

Thomson Power Systems is not liable nor responsible for items returned without authorization. Delivery may be refused, or items disposed of without notice. Collect and COD shipments will be refused.

6. APPLICABILITY AND EXPIRATION OF LIMITED WARRANTY

The warranties set out above are extended to Owners of the Product.

The foregoing sets forth Thomson Power Systems' only obligations and Owner's exclusive remedy for breach of warranty, whether such claims are based on breach of contract, tort (including negligence and strict liability), or other theories. The foregoing is expressly in lieu of other warranties whatsoever expressed, implied, or statutory, including without limitation, the implied warranties of merchantability and fitness.

Notwithstanding the preceding, Thomson Power Systems is not liable for any direct, special, incidental or consequential damages (whether denominated in contract, tort, strict liability, negligence or other theories) arising out of the use of any Products.

There is no other warranty.

