

## TCI Limited Warranty Policy

Trans-Coil, Inc. ("TCI") warrants to the original purchaser only that its products will be free from defects in materials and workmanship under normal use and service for a period originating on the date of shipment from TCI and expiring at the end of the period described below:

| <u>Product Family</u> | <u>Warranty Period</u>   |
|-----------------------|--|
| KLR, KDR              | For the life of the drive with which they are installed.                           |
| KLC, KLCUL, KMG       | One (1) year of useful service, not to exceed 18 months from the date of shipment. |
| KH, 3H, KRF           | Three (3) years from the date of shipment.   |
| KCAP, KTR, KMP        | Five (5) years from the date of shipment.  |
| All Other Products    | One (1) year of useful service, not to exceed 18 months from the date of shipment. |

The foregoing limited warranty is TCI's sole warranty with respect to its products and TCI makes no other warranty, representation or promise as to the quality or performance of TCI's products. **THIS EXPRESS LIMITED WARRANTY IS GIVEN IN LIEU OF AND EXCLUDES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This warranty shall not apply if the product was:

- a) altered or repaired by anyone other than TCI;
- b) applied or used for situations other than those originally specified; or
- c) subjected to negligence, accident, or damage by circumstances beyond TCI's control, including but not limited to, improper storage, installation, operation or maintenance.

If, within the warranty period, any product shall be found in TCI's reasonable judgment to be defective, TCI's liability and the Buyer's exclusive remedy under this warranty is expressly limited, at TCI's option, to (i) repair or replacement of that product, or (ii) return of the product and refund of the purchase price. Such remedy shall be Buyer's sole and exclusive remedy. **TCI SHALL NOT, IN ANY EVENT, BE LIABLE FOR INCIDENTAL DAMAGES OR FOR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, LOSS OF TIME, LOST SALES, INJURY TO PERSONAL PROPERTY, LIABILITY BUYER INCURS WITH RESPECT TO ANY OTHER PERSON, LOSS OF USE OF THE PRODUCT OR FOR ANY OTHER TYPE OR FORM OF CONSEQUENTIAL DAMAGE OR ECONOMIC LOSS.**

The foregoing warranties do not cover reimbursement for removal, transportation, reinstallation, or any other expenses that may be incurred in connection with the repair or replacement of the TCI product.

The employees and sales agents of TCI are not authorized to make additional warranties about TCI's products. TCI's employees and sales agents oral statements do not constitute warranties, shall not be relied upon by the Buyer and are not part of any contract for sale. All warranties of TCI embodied in this writing and no other warranties are given beyond those set forth herein.

TCI will not accept the return of any product without its prior written approval. Please consult TCI Customer Service for instructions on the Return Authorization Procedure.



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