

ASCO Transfer Switch

Two (2) Year Limited Warranty



Your ASCO Power Technologies Transfer Switch has been designed and manufactured with care by people with many years of experience. Blue Star Power Systems, Inc. warrants to its Buyer that the product is free from defects in materials and/or workmanship for the period of time outlined below. If the product should prove defective within the time period outlined below, it will be repaired, adjusted or replaced at the option of Blue Star Power Systems, Inc., provided that the product, upon inspection by Blue Star Power Systems, Inc., has been properly installed, maintained and operated in accordance with the ATS manufacturer's Installation and Operating Manuals. This limited warranty is not valid or enforceable unless: (1) all supporting maintenance records are kept on file with the end user and made available upon request from factory, and (2) the generator set is routinely exercised in accordance with operating instructions. This warranty does not apply to malfunctions caused by physical damage, misuse, improper installation, repair or service by unauthorized persons, or normal wear and tear. The warranty is not assignable.

Blue Star Power Systems Inc. warrants that the ATS will be free from defects in material and workmanship and will conform to the manufacturer's standard specifications of the ATS for a period of two (2) years from the date of factory invoice. The start of the warranty period can be adjusted to the date of unit start-up (limited to 180 days from invoice date) provided that the following information is provided to Blue Star Power Systems, Inc. within 30 days of start-up. The warranty will not be effective unless a copy of the Blue Star Power Systems, Inc. Start-Up Instructions & Warranty Validation form is properly filled out and returned to Blue Star Power Systems, Inc. within 30 days of start-up. If the Start-Up Instructions & Warranty Validation Form is received after 365 days (1 year) from invoicing date, all unit warranties will be void.

The foregoing Limited Warranty is conditioned upon User's compliance with the following:

1. The Power Transfer Switch is installed in accordance with manufacturer's specifications and state and local codes and standards by an electrician licensed in the state of installation.
2. The Power Transfer Switch is maintained in accordance with instructions and used under normal conditions for the purposes intended by the manufacturer.
3. All warranty field-related repairs, replacements or adjustments must be made by Blue Star Power Systems Inc. Authorized representative.

Optional extended warranty coverage may be purchased from Blue Star Power Systems Inc. for a specified fee at the time of the original sale. If purchased, warranty period shall be extended up to an additional three (3) years beyond the standard two (2) years to provide up to five (5) year coverage applicable to the above referenced products. The length of optional extended coverage shall be reflected on the Blue Star Power Systems, Inc invoice and/or order acknowledgement document. Warranty extends to first purchaser for use, non-transferable: This Warranty is extended to the first person, firm, association or corporation for whom the product specified herein is. Originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable.

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application or installation, wrong or inadequate electrical current/voltage or connection, negligence, inappropriate on site operating conditions, repair by non-Blue Star Power Systems, Inc./ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to manufactures recommendations or specifications, or in any event if the manufactures serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the manufactures product or any part thereof or charges to remove or reinstall same at any premises of User.

Blue Star Power Systems Inc. shall not be liable for any claim in amount greater than the purchase price of the product. In no event shall Blue Star Power Systems Inc. be held liable for any special, indirect, consequential or liquidated damages. Blue Star Power Systems Inc. shall not be liable for any claim that requires replacement, part, or component of the Transfer Switch that is no longer manufactured or available.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE DESCRIBED HEREIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

The following items and/or circumstances are excluded from this limited warranty:

- Normal maintenance items.
- Adjustments performed during start-up or thereafter.
- Loose connections (electrical and mechanical) not found before and after unit start-up.
- Equipment modifications made without the written consent of Blue Star Power Systems Inc. will void all warranties.
- Shipping damage of any type. All equipment is shipped F.O.B. factory and risk of loss transfers to the carrier once loaded for shipment. It is the responsibility of the receiving party to sign for the receipt of, and note any shipping damage to the equipment. Freight damage claim filing is the responsibility of the receiving party. In the rare event that damage occurs during shipment, Blue Star Power Systems Inc. will not warrant any damage to the unit resulting from shrink wrap.
- Any special access fees, requirements or after hours scheduling to gain access to the equipment for warranty service purposes.
- Damages caused by acts of nature, such as lightning, wind, flood, or earthquake.
- Any damage due to situations beyond the control of the manufacturing and/or workmanship of the product.
- Use of non-protected steel enclosure within 25 miles of the coast.
- Improper installation or operation as outlined in the Installation Guide and Operating Instructions.
- Requested rental generators or equipment while warranty work is being performed.
- Misapplication of the equipment such as usage outside the original design parameters as stated on the nameplate of the equipment.

This agreement is deemed made and executed in North Mankato, Nicollet County, Minnesota and shall be construed and interpreted in accordance with the laws of the state of Minnesota without giving effect to its conflicts of laws principals. Each of the parties submits to the exclusive personal jurisdiction and venue with respect to any action or proceeding arising out of, in connection with, relating to, or by reason of this agreement before the district court of the state of Minnesota, located in Nicollet County and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.