

WARRANTY

All warranties made by Dynapower Corporation are made only to the Initial End User of Dynapower Corporation products and/or services (the "Initial End User") and do not extend to any purchaser of Dynapower Corporation products who purchases for resale, or to a third party who purchases from an Initial End User. Dynapower Corporation warrants to the Initial End User that for a period as defined immediately following:

1. All transformers, chokes, other coils and diode and thyristor assemblies (excluding the diodes and thyristors) manufactured by Dynapower Corporation for five (5) years from date of shipment.
2. Components not manufactured by Dynapower Corporation (purchased components), such as diodes, thyristors, meters, breakers, contactors, relays, resistors, fans, pumps, motors, temperature monitors, pilot lights and other components not specifically listed but manufactured by Dynapower Corporation such as heat exchangers, electronic controls, and associated equipment, load break air interrupter switchgear assemblies, for one (1) one year from date of shipment.
3. Switchmode power supplies manufactured by Dynapower Corporation for three (3) years from date of shipment.
4. Components normally requiring replacement and/or which experience wear in the ordinary course of usage of the product (for example, light bulbs, gaskets, painted surfaces and fuses) are not covered by any Dynapower Corporation warranty.

The products will be free from defects in design, material and workmanship and will conform to the specifications as stipulated in this contract. Dynapower Corporation's liability and Initial End User's remedy under this warranty are limited to the repair or replacement, at Dynapower Corporation's election, of products or parts thereof returned to Dynapower Corporation and which are shown to Dynapower Corporation's reasonable satisfaction to have been defective; provided that written notice of the defect shall have been given by Initial End User to Dynapower Corporation within thirty (30) days after such defect is discovered and within the warranty period. Dynapower Corporation shall have the absolute discretion to choose the remedy of repair or replacement of any defective product, which shall include but not be limited to, the engagement of technicians of its choice to service and/or repair the products. In no event shall the Initial End User be entitled to charge back to Dynapower Corporation any sums for technicians or others providing service to the products, unless said persons and charges are approved in advance by Dynapower Corporation. Initial End User shall be liable to Dynapower Corporation for the travel and per diem expenses of Dynapower Corporation's technicians and service fees at Dynapower Corporation's standard rates for all calls to provide warranty service, provided, however, these charges will be waived in the event that the products are shown to Dynapower Corporation's reasonable satisfaction to have been defective. This shall be Buyer's sole and exclusive remedy for non-conforming goods or parts. However, with respect to defects in the components of Dynapower's products which have been manufactured by others, Initial End User's sole remedy shall be based on such manufacturer's warranty (if any) and Dynapower hereby assigns such warranties to Initial End User. Transportation charges for the return of defective products to Dynapower Corporation and their reshipment to Initial End User and the risk of loss thereof will be borne by Buyer. (c) Dynapower Corporation also warrants to Initial End User that it will convey good title to the products sold hereunder. Dynapower Corporation's liability and Initial End User's remedy under this warranty is limited to the removal of any title defect or, at Dynapower Corporation's election, the replacement of the products which are defective in title. (d) The foregoing warranties are exclusive as to the products and/or services provided under this sales order and are given and accepted in lieu of (i) any and all other warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose; and (ii) any obligations, liability, right, claim or remedy in contract or tort, whether or not arising from dynapower corporation's negligence. The remedies of the initial end user shall be limited to those provided herein to the exclusion of any and all other remedies, including without limitation, incidental or consequential damages or lost profits. In no event shall Dynapower Corporation be liable for any production loss claimed to be the result of the alleged malfunction, breakdown or defect of dynapower corporation's products. No agreement varying or extending the foregoing warranties, remedies or this limitation will be binding upon dynapower corporation unless in writing and signed by a duly authorized officer of the dynapower corporation. Where the initial end user and Dynapower Corporations' direct buyer are different these disclaimers apply to Dynapower Corporation's direct buyer as well. There are no warranties which extend beyond the face hereof.