



## **EBI Dry Kiln Duty Motor Detailed Warranty**

If within the applicable warranty period, the customer discovers any defects in the materials or workmanship of any of the EBI Dry Kiln Duty Motors and promptly notifies EBI Electric Inc. in writing of such defects and returns the defective items or provides evidence of disposal of such items at the option of EBI Electric Inc., EBI Electric Inc. shall repair or ship a replacement for the defective item or at EBI Electric Inc.'s sole option refund to the customer the purchase price for each defective item. This warranty shall not apply to any of the following: (a) Products that have been repaired or altered by anyone other than EBI Electric Inc.; (b) Products having components purchased from anyone other than EBI Electric Inc.; (c) Products that have been damaged by negligence or accident or by other circumstances beyond the reasonable control of EBI Electric Inc.; or (d) Products that have been improperly operated, maintained, serviced, or stored, or that have been subjected to abnormal conditions of operation, maintenance, service, and storage not in conformity with the manufacturer's written instructions concerning operation, maintenance, service, and storage. In no case whatsoever, including justified warranty claims, is the customer entitled to retain payments due. EBI Electric Inc. shall reserve the right to have, at its expense, any "defective" motor shipped to a qualified EASA shop for inspection. If upon inspection the motor is found to fit any of conditions a, c or d as noted previously, the customer will be invoiced the full price of the replacement motor supplied including applicable shipping costs and the customer will retain ownership of the defective motor. The customer may, at their expense, request further inspection of the motor by a second qualified EASA shop to confirm or contradict the findings of the first. This warranty does not include reimbursement to the customer for its costs and expenses of transportation, freight, labor, removal, or other expenses that might be incurred in connection with the customer's returning the defective items to EBI Electric Inc. or in connection with EBI Electric Inc.'s sending to the customer any repaired or replaced items. In no event shall EBI Electric Inc.'s employees or representatives be liable to the customer for any indirect, consequential, special, contingent, exemplary, or incidental damages or expenses (including, but not limited to, lost profits, loss of production, down time, or business interruption, whether caused by or related to any defective products or arising from this warranty, breach of contract, negligence, or any other legal theory. In all events, the liability of EBI Electric Inc. whether based in tort, breach of contract, breach of warranty, or otherwise, shall not exceed the price of the defective products in question or with respect to which such breach, default, or negligence is claimed. The customer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies. This limited warranty is in lieu of all other warranties, express or implied, including but not limited to any warranties of merchantability, fitness for any particular purpose, or non-infringement, all of which are hereby expressly disclaimed. Finally, prices and specifications are subject to change without notice.