

A.T.S. ELECTRO-LUBE INTERNATIONAL INC. LIMITED WARRANTY

Effective August 1, 2020

In this Warranty:

- A. “**Customer**” means the customer named in the purchase order/invoice;
- B. “**Manufacturer**” means A.T.S. Electro-Lube International Inc.;
- C. “**Product(s)**” means any and all lubrication product units, pieces, parts and accessories, all as acquired by Customer pursuant to the purchase order; and
- D. “**Warranty Period**” is defined in paragraph 1 below.

Manufacturer provides warranties in respect of the Products upon the following terms and conditions:

1. WARRANTY. Manufacturer warrants that the Products are and will remain free from defects in workmanship and materials, under normal use and conditions, for a period of one (1) year from the original invoice date (the “**Warranty Period**”). Product performance data as described in Manufacturer’s catalogues, brochures, specifications or other such published materials are typical data only and do not constitute a warranty or representation by Manufacturer. If any Product furnished to Customer is initially defective (i.e., defective at the time of delivery to Customer), Customer’s sole remedy shall be to return such Product during the Warranty Period to Manufacturer for replacement or repair at Manufacturer’s option. All items or units which are returned to Manufacturer and are subsequently replaced by Manufacturer shall become the property of Manufacturer. Any Product reported to be defective in workmanship or materials must be returned to Manufacturer in the original container and packaging with all accessories and instructions. Each returned Product is subject to verification of the defect or malfunction and proof of purchase as confirmed by the original dated sales receipt showing the model/part number. Please see Manufacturer’s return policy for further instructions.
2. WARRANTY EXCLUSIONS.
 - (i) This Warranty shall not apply to any and all defects resulting from any of the following:
 - a. use of Products other than as intended or in a manner inconsistent with Manufacturer’s instructions, including without limitation any tampering of the Product and removal or tampering of the labelled ring;
 - b. improper maintenance, misuse, abuse, accident or neglect; or
 - c. unauthorized or improper testing, operation, maintenance, installation, alteration, modification or adjustment of the Products.
 - (ii) Without limiting the generality of the foregoing, the following warranty exclusions shall apply in respect of the Product categories listed below:
 - a. Electro-Luber Series (Gas-driven lubricant dispenser). This Warranty shall not apply to any and all defects resulting from any of the following:
 - i. the weather-proof switch cap with an O-Ring is loose or removed during operation;
 - ii. if a weather cap is not used for all water applications; or
 - iii. Customer fails to comply with the installation instructions.
 - b. Ultimate Series (Motor-driven lubricant dispenser). This Warranty shall not apply to any and all defects resulting from any of the following:
 - i. water damage;
 - ii. the weather cap is not used during operation;
 - iii. a non-Manufacturer battery pack is used to operate the unit;
 - iv. the unit is filled with graphite or EP3 grease;
 - v. Customer fails to comply with the installation instructions; or
 - vi. Customer fails to comply with the filling instructions, including without limitation over-filling of units.
 - c. Jack Series (Motor-driven Jackscrew lubricant dispenser) and Titan Series (Motor-driven lubricant dispenser). This Warranty shall not apply to any and all defects resulting from any of the following:
 - i. water damage;
 - ii. the weather cap is not used during operation;
 - iii. a non-Manufacturer battery pack is used to operate the unit;
 - iv. the unit is filled with graphite or EP3 grease; or
 - v. Customer fails to comply with the installation instructions.
3. LIMITATION OF WARRANTY. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY MANUFACTURER WITH RESPECT TO THE PRODUCTS, AND MANUFACTURER DOES NOT GIVE OR MAKE, AND CUSTOMER IS NOT RELYING ON, ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, IN RESPECT OF THE PRODUCTS. THE REMEDIES OF CUSTOMER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MANUFACTURER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF MANUFACTURER TO MEET ANY OBLIGATION UNDER THIS WARRANTY INCLUDING THE OBLIGATION TO REPAIR OR REPLACE AS SET FORTH ABOVE, EXCEPT AS PROHIBITED BY LAW. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES WILL BE BINDING UPON MANUFACTURER UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF MANUFACTURER.