

# TITAN TXR

## 10 YEAR WARRANTY

### Scope of Warranty:

All TEMCo standard Rotary Phase Converters are warranted against defects in TEMCo workmanship and materials. TEMCo's warranties are so limited as stated in the previous sentence, and TEMCo disclaims all other express warranties and all implied warranties as to the quality of any rotary phase converters or services furnished by TEMCo, including the implied warranties of merchantability and fitness for a particular purpose.

### Warranty Period:

TEMCo standard Rotary Phase Converters (except bearings), are warranted for 10 Years (120 months) from the date of shipment to TEMCo's customer from TEMCo's district warehouse or, if applicable, from TEMCo's factory. All warranty claims must be submitted to a TEMCo Service Center prior to the expiration of the warranty period.

TEMCo standard Rotary Phase Converters regular maintenance items: bearings, are warranted for 1 Year (12 months) from the date of shipment to TEMCo's customer from TEMCo's district warehouse or, if applicable, from TEMCo's factory. All warranty claims must be submitted to a TEMCo Service Center prior to the expiration of the warranty period.

In the event that a TEMCo rotary phase converter is not free from defect in material and workmanship, the exclusive remedies therefore shall be repair, replacement or return of the defective rotary converter. Selection among these remedies shall be in each case at TEMCo's reasonable discretion. Any such claim against TEMCo must be made in detail in writing and promptly pursued. Rotary phase converters that purchaser claims are defective must be returned at purchaser's cost.

### Repairs Outside the Scope of the Warranty:

Repairs Outside the Scope of the Warranty: Problems with TEMCo products can be due to improper maintenance, faulty installation, non-TEMCo additions or modifications, or other problems not due to defects in TEMCo workmanship or materials. If the TEMCo Authorized Service Center determines that the problem with a TEMCo product is not due to defects in TEMCo workmanship or materials, then the customer will be responsible for the cost of any necessary repairs.

TEMCo will not be held liable for consequential damages or interruption of service to the buyer. Buyer furthermore, by acceptance of this equipment hereby assumes all responsible for the consequences of the rotary phase converter's use, misuse or abuse by the buyer, employees or others.

Ten years after delivery, all of TEMCo's warranties and other duties with respect to the exclusive remedies provided for herein shall be conclusively presumed to have been satisfied. All liability thereafter terminates and no action for any breach of any such warranty or duty against TEMCo may thereafter be commenced.

### Some instances, which may void warranty, include, but are not limited to:

- Physical abuse or unauthorized alteration of unit or components.
- Transfer of ownership.
- Failure to properly ground unit.
- Operation of unit above or below recommended operating voltages.
- Operation of unit without adequate ventilation, or with fan(s) removed or broken.
- Operation of unit when stuffed full of sawdust or other foreign material.
- Operation of unit in a corrosive or excessively damp environment.
- Failure to follow recommended wire, fuse and transformer requirements.
- Rodent or pest damage.
- Acts of God including flood or lightening strike.
- Freight or other handling charges incurred through inspection or repair of a unit or component in question, or return of same to the user.