

PROJECT NAME:

CATALOG NO:

APPROVED BY:

TYPE NO:

## **CENTRAL POWER SYSTEMS WARRANTY**

**WARRANTY:** Evenlite Inc. (Evenlite) LM325, 525 and PW series central power systems electronic assemblies (except batteries) are warranted against defects in material and workmanship from date of shipment EX-Works for a period of 3 years. LiteMinder Modular 1KVA and larger electronic assemblies (except batteries) are warranted for two full years, three years with Factory Startup option (FS), or up to 5 Years with purchase of the Extended Warranty option (EW).

Evenlite's warranty is limited to either repair or replacement of parts and equipment of **PROPERLY INSTALLED** central power systems which fail under normal operating conditions **PROVIDED** that the system is properly packed for road transport and returned transportation prepaid to the Evenlite factory and Evenlite's inspection determines it to be defective under the terms of the warranty. **SUCH REPAIR OR REPLACEMENT SHALL BE THE PURCHASER'S EXCLUSIVE REMEDY.** 

The warranty covers only equipment other than batteries manufactured, sold and warranted by Evenlite and does not extend to transportation, installation or replacement charges, nor does it apply to any other equipment of another manufacturer used in conjunction with Evenlite's central power systems.

Evenlite's warranty shall be null and void under the following conditions:

a) Damage caused by abuse, misapplication, shipping damage, improper installation, or damage resulting from changes in circuitry or components made by other than authorized Evenlite personnel or service companies authorized by Evenlite.

b) Damage due to improper maintenance.

c) Damage resulting from installation(s) in areas with other than normal temperatures. Maximum ambient temperature must not exceed 90°F.

d) Environmental conditions, damages caused by fire and abuse or acts of God such as lightning, explosions, water leaks or acts of war are also not covered by the Warranty. Replacement of fuses, pilot lights and lamps, and indicator lights and lamps, are not included in the Warranty. Warranties for batteries used in Evenlite's AC central systems are described below.

Batteries included with the above Evenlite central power systems shall be warranted as follows:

Type of Battery	Period Of Repair or Replacement without Charge	Period or Pro-Rata charge for repair or replacement	Annual Adjustment Charge %
LC Maintenance Free VRLA AGM Lead Acid	1 year	9 years	7%
EB Maintenance Free Extended Warranty VRLA AGM Lead Acid	1 year	19 years	3.5%
PL Maintenance Free Pure Lead VRLA AGM Lead Acid	3 years	17 years	5.4%

The period noted above during which repair or replacement is without charge (the "Guarantee Period") shall commence on the date of shipment. The period of pro-rata charge for replacement or repair (the Pro-rata Charge Period) shall commence on the expiration of the Guarantee Period. All warranties set forth herein, whether during the Guarantee Period or the Pro-rata Charge Period, are subject to:

a) The battery having been properly installed and continuously maintained in accordance with recommended practice together with documented history (both as set forth in the Evenlite installation manual relating to the battery involved and national and local code requirements).

b) The average annual ambient temperature shall not exceed 77°F.

c) Cell temperatures shall not exceed 92°F for more than 30 days annually.

d) Battery service records must be maintained.

e) The batteries have not been contaminated by any foreign matter.

f) Not more than 300 discharges of 80% or less of the ampere hour capacity are incurred.

g) Batteries must be installed and placed on charge / energized within 180 days of shipment.

Should the battery fail to deliver 60% of its' rated capacity or a defect appear in a battery covered by the warranty during the Pro-Rata Charge period, on return of the defective battery transportation prepaid, Evenlite will repair or replace such battery at a cost equal to the net LIST prices at the time of repair or replacement, reduced by a percentage of such price equal to the product of the number of full years remaining in the warranty period at the time of failure multiplied by the Annual Adjustment Charge % shown above for each battery type.

Example: Replacement List Price = \$100

Pro-rata warranty years remaining = 4 Annual adjustment charge = 7% \$100 less (\$100 x .07 x 4) = \$72 replacement charge

## REPAIR OR REPLACEMENT AT SUCH ADJUSTED PRICE SHALL BE PURCHASER'S EXCLUSIVE REMEDY.

In the event that the unit central power system input is de-energized for an extended period, the battery circuit breaker or fuse must be turned off / disengaged so as to eliminate any current drain. The battery warranty will be void if the fuse or circuit breaker is not turned off within thirty-six (36) hours after the unit is de-energized.

THE EVENLITE CENTRAL SYSTEMS SERIES WARRANTY AND THE BATTERY WARRANTY MENTIONED ABOVE ARE EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER EXPRESS OR IMPLIED GUARANTEES OR WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE THAT RELATE TO THE PRODUCTS REFERRED TO HEREIN. IN NO EVENT WILL EVENLITE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM THE USE OF THESE PRODUCTS. EVENLITE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR RESALE OF SUCH PRODUCTS AND EXCEPT AS STATED IN THE WARRANTIES, EVENLITE SHALL NOT BE LIABLE FOR ANY DEFECT IN, OR BREACH OF, ANY CONTRACT RELATING TO THE QUALITY OF, OR PERFORMANCE OF, THE CENTRAL POWER SYSTEMS OR BATTERIES UNDER ANY THEORY OF LAW INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR MISREPRESENTATION.

Central Power Systems Notes				

