

LIMITED WARRANTY

Subject to the terms, conditions, exclusions, and limitations stated in this limited warranty (the “**Warranty**”), Power Test, LLC (“**Power Test**”) warrants to the original purchaser (“**You**,” “**Your**” or “**Customer**”) that its products (“**Products**”) will be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment from Power Test’s facility or twelve (12) months from the date of commissioning sign off, whichever comes first (the “**Warranty Period**”), provided the Products are properly installed and maintained, correctly lubricated, and operated at all times under normal conditions with competent supervision.

Exclusions and Conditions:

Except as expressly stated in this Warranty, this Warranty only covers sales of Products made by Power Test to You. The following conditions and exclusions shall apply to this Warranty:

- This Warranty does NOT apply or extend to the calibration or normal maintenance of Products.
- This Warranty does NOT apply or extend to any claim, loss, or damage arising from or relating to the following: (a) normal wear and tear, (b) accident, misuse, abuse, neglect, fire, or any other cause beyond Power Test’s control, (c) improper handling, storage, installation, or maintenance of the Product by anyone other than an authorized representative of Power Test, (d) failure to adhere to any instructions furnished by Power Test (including without limitation, any operating manuals or other safety or operational instructions), (e) use of the Products other than for their intended purposes, (f) servicing or repair of the Product using aftermarket parts not purchased through Power Test, (g) modifications of the Product by any person other than an authorized representative of Power Test, (h) combination of the Product with equipment or other products not supplied or provided by Power Test, or (i) continued use of the Product after discovery of a defect or deficiency.
- It is Your responsibility to ensure that vibration issues (such as linear or torsional vibration) are mitigated in the application of any dynamometer Products. The devices that are tested (“**Devices**”, typically engines) will change from time to time. As a starting point, Power Test recommends a simple torsional analysis to discover if any potential torsional problems exist for each new Device. This simple analysis will identify potential torsional issues (frequencies) that should be addressed prior to operation. Excessive linear vibration may also create problems that must be mitigated for continued operation. Product failures attributed to linear or torsional vibration are not covered by this Warranty.

Sole and Exclusive Remedy:

If a Product is determined to be defective, upon examination and confirmation by Power Test, during the Warranty Period, Power Test will, at its sole option: (a) repair or replace the Products, or (b) credit or refund the purchase price paid by You for such defective Products. Any and all repairs to a defective Product must be made either at Power Test's applicable facility designated by Power Test (with such defective Product returned by You to such Power Test facility, with freight prepaid by You), or made by an onsite authorized representative of Power Test at Your facility. All freight charges related to Warranty repair or replacement shall be Your responsibility. Transportation and daily living expenses incurred by an onsite authorized representative of Power Test are expressly not covered by this Warranty and Your responsibility. THIS PARAGRAPH CONTAINS POWER TEST'S SOLE OBLIGATION AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCTS COVERED BY THIS WARRANTY.

Third Party Representations:

No person or entity (including Power Test's sales representatives) is authorized to create any other warranty (whether written or oral), obligation or liability in connection with any Product sold by Power Test, and Power Test is not responsible for any representation, promise or warranty made by any person or other entity beyond what is expressly stated in this Warranty.

Limitation of Liability:

IN NO EVENT SHALL POWER TEST OR ANY OF ITS AFFILIATES OR SUBSIDIARIES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, OR AGENTS BE LIABLE UNDER THIS WARRANTY TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, ENHANCED, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, IN NO EVENT SHALL POWER TEST'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID TO BY YOU TO POWER TEST FOR THE PRODUCT THAT IS THE SUBJECT OF THE APPLICABLE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. YOU ASSUME RESPONSIBILITY FOR PERSONAL INJURY AND PROPERTY DAMAGES RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PRODUCTS.

Disclaimer of Other Express and Implied Warranties:

EXCEPT FOR THE LIMITED WARRANTIES STATED IN THE FIRST PARAGRAPH OF THIS WARRANTY, POWER TEST MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THIS WARRANTY.

Contacting Power Test:

ANY ACTION OR CLAIM BY YOU ARISING OUT OF OR RELATING TO THIS WARRANTY MUST BE BROUGHT WITHIN THE WARRANTY PERIOD, AND MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Any Product claimed to be defective must be reported to Power Test at (262) 252-4301 for return authorization or replacement. At no time will any Product be accepted by Power Test without a proper written return authorization from Power Test. Authorized returns should be directed to Power Test at N60 W22700 Silver Spring Drive, Sussex Wisconsin 53089. For diagnostic assistance or field service, contact Power Test at (262) 252-4301 by telephone or (262) 246-0436 by fax.

