



AUTOMATIC TRANSFER SWITCH

5 YEAR

LIMITED

WARRANTY

SVP008 Rev 0 07/09/11

1. LIMITED WARRANTY

This warranty applies to new TS 880 series ATS manufactured by Thomson Technology (“Thomson Technology”).

Thomson Technology warrants that it will repair or replace, at Thomson Technology’s sole discretion, any Product that proves to have a defect in material or workmanship during the time period of effectiveness of this limited warranty, provided that initial inspection and start-up of the installation are conducted by qualified personnel.

Time limitations of Limited Warranty

This coverage shall become effective upon the date of initial energization of new ATS, and shall expire 60 months thereafter. Notwithstanding the foregoing, coverage shall not extend beyond 66 months of the original shipment date of the Product from Thomson Technology’s factory.

Extended Limited Warranty Coverage

At the Buyers election warranty protection can be extended as follows:

- 10 year warranty – extended 54 months beyond the standard 66 months from date of shipment.

This option is available for purchase at any time throughout the ATS standard warranty period of 60 months from initial energization or 66 months from original date of shipment.

2. THOMSON TECHNOLOGY’S RESPONSIBILITIES UNDER THE LIMITED WARRANTY

Thomson Technology shall be responsible for:

- A) The repair or replacement, at Thomson Technology’s election, of defective Products, which are eligible under this warranty. Any labour associated with the warranty procedure shall be provided by Thomson Technology or its Authorized Service Representative (ASR), to a maximum of four (4) hours. In the event that labour on site may exceed this maximum time allowable, additional charges must be authorized by Thomson Technology.
- B) Travel time and mileage expenses covered by this limited warranty are limited to a maximum of four (4) hours **regular** time labour and 200 kilometers (125 miles). Any expenses in excess of this maximum allowance shall be to the account of the Owner, and will be charged at Thomson Technology’s standard rates (per Thomson Technology Price List PL017). In the event that an ASR performs the work, expenses in excess of this maximum allowance shall be to the account of the Owner, paid to the ASR charged at their applicable rates.
- C) In the event that an ASR performs the work, costs for one technician only will be covered under this warranty. Multiple technicians may be eligible for coverage only if preauthorized by Thomson Technology prior to the performance of the service work.
- D) In the event that an ASR performs the work, costs for one occurrence per claim will be covered under this warranty. Additional costs for repeat attendances to correct the same deficiency/problem may be eligible for coverage only if preauthorized by Thomson Technology prior to the repeat of the service work.

3. OWNER'S RESPONSIBILITIES UNDER THE LIMITED WARRANTY

Owner shall be responsible for:

- A) Proper operation and maintenance of the Product.
- B) Maintaining a detailed record of all maintenance or system repairs performed.
- C) Making the warranted Product available to Thomson Technology or its designated ASR for warranty repair, during normal business hours.
- D) Any labour charge differential incurred for overtime labour. Overtime labour charge differential shall be the difference between Thomson Technology's regular and overtime rates.
- E) Any costs incurred as the result of the removal or reinstallation of the Products or Systems undertaken by the Owner or the Owner's representative.
- F) Any administrative costs borne by the Owner or the Owner's representative as a result of a warranted failure.
- G) All costs of transportation, lodging, meals (except those allowed in paragraph 2B) incurred by Thomson Technology.

4. LIMITATION OF THOMSON TECHNOLOGY'S OBLIGATIONS UNDER THE LIMITED WARRANTY

- A) The obligations of Thomson Technology under this limited warranty shall be voided, and Thomson Technology shall not be responsible for:
 - i) Failure resulting from improper handling, storage or installation.
 - ii) Failure resulting from Owner or operator abuse or neglect.
 - iii) Failure resulting from modifications or repairs not authorized by Thomson Technology in writing.
 - iv) Failure due to normal wear and tear, or as a result of lack of routine maintenance.
 - v) Damage due to negligent maintenance practices such as, but not limited to:
 - a) Failure to turn off AC power to battery charger before disconnecting battery from the system.
 - b) Failure to disconnect all sources of power before servicing the Product.
 - c) Application of voltage source not suitable for the Product.
 - d) Use of wiring not suitable for the Product.
 - vi) Failure to perform scheduled maintenance such as required by regulatory authorities or as prescribed in product manuals.
 - vii) Failure attributed to abnormal voltage or current levels, including transients.
 - viii) Failure of Owner to provide written notice and details of a defect to Thomson Technology in a timely manner.
 - ix) Failure to make Products available to Thomson Technology or its ASR in a timely manner.

- B) Thomson Technology shall not be responsible for any administrative costs associated with the warranty procedure.
- C) Thomson Technology shall not be responsible for costs related to substitute or temporary equipment, which Owner provided in conjunction with the warranted repair.
- D) Thomson Technology shall not be responsible for any contingent costs related to failure of the Product, including damage to property and loss of use of property.

5. RETURN OF PRODUCTS UNDER LIMITED WARRANTY

No Product may be returned to Thomson Technology without prior written consent. Thomson Technology will not accept shipping charges, for the return of defective Product to its factory or authorized service outlet, or the return of repaired or replacement Product to the Owner. Return Material Authorization (RMA) Request form is available from our website at www.thomsontechnology.com.

6. APPLICABILITY AND EXPIRATION OF LIMITED WARRANTY

The warranties set out above are extended to Owners of the Product.

The foregoing sets forth Thomson Technology's only obligations and Owner's exclusive remedy for breach of warranty, whether such claims are based on breach of contract, tort (including negligence and strict liability), or other theories. The foregoing is expressly in lieu of other warranties whatsoever expressed, implied, or statutory, including without limitation, the implied warranties of merchantability and fitness.

Notwithstanding the preceding, Thomson Technology is not liable for any direct, special, incidental or consequential damages (whether denominated in contract, tort, strict liability, negligence or other theories) arising out of the use of any Products.

There is no other warranty.