

www.encorp.com

9351 Eastman Park Drive
Windsor, Colorado 80550
888-295-4141



Limited Warranty

WARRANTY COVERAGE FOR ENCORP HARDWARE PRODUCTS:

For eighteen months from the date of shipment, Encorp, Inc. ("Encorp") warrants that the Hardware Products ("Products"), such as, but not limited to, empower-APS and Switchgear, when delivered, properly installed, and used in accordance with Encorp's instructions and specifications, will substantially conform to Encorp's most current version of the published specifications for the Products in all material respects. As Encorp's sole responsibility and Customer's exclusive remedy in the event of any material nonconformity, Encorp, at its sole discretion, may repair or replace the Hardware Products with Renewed Equipment so that it is conforming. "Equipment" shall mean, collectively, the Hardware Products. "Renewed Equipment" may be new or Reconditioned Equipment or Equipment that has been modified or altered. Renewed Equipment shall carry a 90 day limited warranty.

WARRANTY COVERAGE FOR ENCORP SOFTWARE PRODUCTS:

See Encorp "Software License Agreement" for applicable Software Warranty information.

ENCORP STANDARD SERVICE:

In response to a service request, the Encorp Service Engineering Support Department will as a first step remotely test/diagnose the Equipment through a communications link, if available, or via telephone. Based on the results of such test/diagnosis, the Encorp Service Engineer or Technician, may, at his/her sole discretion, authorize replacement of the existing Equipment under warranty. Should replacement of the existing Equipment be required, Encorp shall ship Renewed Equipment to Customer at the earliest possible opportunity after authorization of replacement of the existing Equipment. If further on-site diagnostics is required the Encorp Services policy shall apply: www.encorp.com.

MODIFICATIONS AND LIMITATIONS:

This warranty shall not cover any defects caused by misuse, static discharge, lightening, fire, water, windstorm, earthquake, or other acts of nature, theft, abuse, neglect, improper handling, installation, repair, alteration or accident, or other causes not within the reasonable control of Encorp. Modification, tampering with, improper maintenance, or repair by customer, or at customer's direction, unless specifically authorized by Encorp, shall invalidate this warranty.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ENCORP MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT, THE DESIGN OR CONDITION OF THE EQUIPMENT, OR ANY RESULT PRODUCED BY USE OF THE EQUIPMENT. ENCORP SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ENCORP EMPLOYEE, AGENT, DEALER, DISTRIBUTOR OR RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THIS WARRANTY.

The total liability of Encorp (including its subcontractors and suppliers) for all claims, whether in contract, tort (including negligence and product liability), or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of any item of Equipment shall not exceed the price of the Equipment on which the claim is based.

Limited Warranty

IN NO EVENT SHALL ENCORP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTION OR FAILURE OF SUPPLY, AND COSTS OF EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF EQUIPMENT, OR PROGRAMMING, OR SUBSTITUTE FACILITIES, OR SUPPLY SOURCES.

TO OBTAIN SERVICE:

Customer may request service from the Encorp Service Department by phone during the hours stated below or by e-mail at the address listed below. Customer must provide the serial number listed on the Equipment to Encorp at the time of such service request. If replacement of the Equipment is authorized, Encorp shall provide a Return Material Authorization ("RMA") number to Customer. Customer must ship the Equipment being replaced within seven business days to Encorp Service Department at the below listed address. The RMA number must be placed on the shipment to Encorp. Please package the Equipment carefully to avoid damage in transit.

Encorp, Inc.

Service Department

9351 Eastman Park Drive
Windsor, CO 80550

Hours: Monday-Friday 8AM-5PM MST

Phone: (888) 295-4141

Fax: (970) 674-5399

E-mail: techsupport@encorp.com

This Limited Warranty gives Customer specific rights, and Customer may have other rights which vary from state to state. No person is authorized to make any other warranties or representations on behalf of Encorp.



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