

ACME ELECTRIC LIMITED WARRANTY

Subject to the exclusions and limitations detailed below, Acme Electric warrants to the original consumer that products of its manufacture will be free from defects in materials and workmanship under normal use and service for the following time periods from the original consumer's date of purchase of such product. For purposes of this warranty: (i) the "original consumer" is defined as the purchaser who first uses the product after its initial installation or, in the case of products designed for nonpermanent installation, the first owner who uses the product; and (ii) "Acme Electric" is defined as Actuant Electrical, Inc., a New York corporation, doing business as Acme Electric.

EXCLUSIVE REMEDY AND TOTAL LIABILITY

Subject to the exclusions and limitations detailed below, in the event of a breach of this warranty during the applicable warranty period, Acme Electric, at its sole discretion, will (i) repair the product, (ii) replace the product, or (iii) refund the purchase price of the product. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, ACME ELECTRIC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF ACME ELECTRIC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ACME ELECTRIC IN ITS SOLE DISCRETION. No Acme Electric agent, employee or representative has the authority to make any modification, extension, or addition to this warranty. If any term of this warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACME ELECTRIC IS NOT LIABLE FOR ANY (i) CONSEQUENTIAL OR INCIDENTAL DAMAGES; (ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS INTERRUPTION, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR (iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT.

EXCLUSIONS AND LIMITATIONS

This warranty is limited to new products sold through Acme Electric authorized distributors, original equipment manufacturers or other channels of distribution expressly designated by Acme Electric. This warranty does not cover (i) reconditioned products, (ii) products no longer listed in the most current Acme Electric product catalog, (iii) products sold through third-party liquidators or internet-based auction sites, (iv) products for which Acme Electric has not received payment or (v) damage caused by normal wear and tear, misuse, mishandling, accidents, lack of maintenance, overloading, alterations (including repairs or attempted repairs by parties other than Acme Electric authorized service personnel), improper installation, exposure to abnormal physical or electrical stress, exposure to abnormal environmental conditions, negligence, acts of God, and use in violation of any accompanying instructions or the intended purpose of the product. Acme Electric reserves the right, in its sole discretion, to discontinue products at any time and for any reason.

OBTAINING WARRANTY SERVICE

In order to obtain the applicable warranty on a product, the original consumer must: (i) notify Acme Electric of any defect, malfunction or nonconformity within thirty (30) days after discovery of such defect, malfunction, or nonconformity, (ii) provide proof of purchase, (iii) obtain a Return Authorization Number ("RMA"), and (iv) return the product to Acme Electric at the original consumer's own cost. If Acme Electric repairs or replaces the product, the repaired or replaced product shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair, whichever is longer.

ADDITIONAL RIGHTS

SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED ABOVE MAY NOT APPLY TO ALL ORIGINAL CONSUMERS. THIS WARRANTY GIVES ORIGINAL CONSUMERS SPECIFIC LEGAL RIGHTS, AND ORIGINAL CONSUMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS WARRANTY IS GOVERNED BY AND SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF WISCONSIN, UNITED STATES OF AMERICA.

RESERVATION OF RIGHTS

Acme Electric reserves the right to modify the terms of this warranty at any time and without notice. Such changes will be effective upon their posting at www.acmepowerdist.com. The terms of this warranty in effect at the time of the original purchaser's purchase shall govern any warranty claims arising from such product.

Brand / Product	WARRANTY PERIOD
Transformers, Power Conditioning, Line Reactors, Zone Centers	10 Years
C3 Powerwise Transformers	25 Years (Pro-rated)*
Power Supplies	
Linear	2 Years
Din-Rail: Standard and Slimline	5 Years
Din-Rail: Plastic	3 Years
Toroidal Transformers	10 Years
Non-catalog Products	1Year
* 100% of Purchase Value Years 0-10; 1/15 Reduction Per Year Years 11-25	