



CHARGER WARRANTY

HAWKER warrants that each new and unused battery charger having been manufactured and supplied with good workmanship is free from any known mechanical defect, provided that (a) the product is installed and operated in accordance with the accepted industrial standards and in accordance with the printed instructions furnished by HAWKER, (b) the product is used under normal conditions for which designed, (c) the product is not used in a corrosive, abnormally dusty or high humidity moisture condensing environment, (d) the product is not subjected to misuse, negligence and the product receives proper care, protection and maintenance under supervision of competent personnel.

WARRANTY TERMS AND CONDITIONS:

1. HAWKER LIFEPLUS® TC3, LIFESPEED™ 3000, LIFEtech™, POWERTECH™, POWERGUARD™ HD, POWERGUARD™ LD, POWERGUARD™ SCR, POWERGUARD™ CFR, and POWERGUARD™ SS Industrial Battery Chargers are warranted for the following periods, which begins on the date of shipment from HAWKER or its authorized dealer.

LifePlus® TC3	3 Years ⁽¹⁾	(10 years on power transformers and diodes) ⁽²⁾
LifeSpeed™ 3000	3 Years ⁽¹⁾	(10 years on power transformers and diodes) ⁽²⁾
LifeTech™	3 Years ⁽¹⁾	(3 years parts and labor)
PowerTech™	3 Years ⁽¹⁾	(10 years on power transformers and diodes) ⁽²⁾
PowerGuard™ HD	3 Years ⁽¹⁾	(10 years on power transformers and diodes) ⁽²⁾
PowerGuard™ LD	1 Year ⁽¹⁾	(10 years on power transformers and diodes) ⁽²⁾
PowerGuard™ SCR	3 Years ⁽¹⁾	(10 years on power transformers, diodes and SCR's or transistors) ⁽²⁾
PowerGuard™ CFR	3 Years ⁽¹⁾	(10 years on power transformers and diodes) ⁽²⁾
PowerGuard™ SS	1 Year ⁽¹⁾	(3 years on power transformers and diodes) ⁽²⁾

NOTES:

¹Warranty covers parts and labor

²Warranty covers parts only

AC fuses and DC fuses are not warranted unless they are found to be defective prior to use.

2. **Non-Transferable Warranty:** This warranty is extended by HAWKER only to the original user of new equipment for HAWKER or one of its authorized dealers. The product purchased under this agreement shall be used exclusively by the buyer. There shall be no third party beneficiary of this warranty.
3. **Repair Limitations:** HAWKER has the right to site inspection and judgment of the claimed defects in any product covered by this warranty. HAWKER's liability is limited to repair of any defects found by HAWKER to exist or, at HAWKER's option, the replacement of the defective product FOB factory after the defective product has been returned by the purchaser at its expense to HAWKER shipping place. Replacement and exchange parts will be warranted for the remainder of the original HAWKER Battery Charger Warranty or for the period of 90 days, whichever is greater. HAWKER and its authorized dealers shall not be liable for direct or indirect damages in excess of such repair or replacement. In no event shall the purchaser be entitled to recover for contingent expenses resulting from but not limited to telephone calls, telegrams, travel expenses, lodging, duties and taxes, labor, rental or replacement equipment, loss of business or profit or other commercial losses.
4. **Continued Use of Defective Products:** The continued use of HAWKER's Industrial Battery Charger that is known to be defective MAY VOID ALL WARRANTIES.
5. **Repair of Modified Equipment:** Except as authorized in writing, the warranty specified does not cover any equipment that has been repaired by any party other than HAWKER or its authorized dealers. Except as authorized in writing, the warranty specified does not cover any equipment that has been modified, mechanically or electronically, by any party other than HAWKER.
6. **Warranty Expense Limitations:** HAWKER will limit the warranty expense of all chargers to be paid at a maximum of the original purchase price of the charger.
7. The provisions of this warranty shall not apply to product in use outside the continental U.S.A or Canada.

HAWKER's SOLE OBLIGATION AND THE ORIGINAL PURCHASER'S EXCLUSIVE REMEDY, IS FOR REPAIR OR REPLACEMENT, IN NO EVENT SHALL HAWKER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER UNDER THIS WARRANTY, UNDER NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE, AND IN NO EVENT SHALL ITS LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. HAWKER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR HAWKER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF GOODS SOLD. THERE ARE NO ORAL AGREEMENTS NOR WARRANTIES COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY.