



peaker services, inc.
1-800-622-4224

PSI STANDARD WARRANTY

(1) Warranty. Seller warrants that the parts to be delivered will be of the kind and quality described in this contract and will be free of defects in workmanship and material. Should any failure to conform to this warranty appear within one year after the sale of the parts, Seller shall, upon notification thereof and substantiation that the parts have been stored, installed, maintained and operated in accordance with Seller's recommendations and standard industry practice, correct such defects by suitable repair or replacement. Seller's sole and only obligation, direct, indirect, or otherwise, by virtue of this warranty is expressly limited to the replacement or repair, at the option of Seller, at its plant in Green Oak Township, Michigan, of any item returned to it with all forwarding transportation charges prepaid which, after inspection by Seller, is found to its satisfaction to be defective in material or workmanship. All items subject to this warranty when returned by Seller to Purchaser shall be F.O.B. Purchaser. Seller shall in no event or circumstances be obligated to any person for the expense of any labor or materials expended by the Purchaser or any other person to repair or alter any part. Any component requiring repair or replacement shall hereafter carry a one year warranty starting from the date the unit is again returned to service after such correction.

Correction of the defect in workmanship and materials, in the manner and for the period of time provided above, shall constitute fulfillment of all obligations and liabilities of Seller to the Purchaser, whether Purchaser's claims are based on contract, negligence, breach of warranty, strict liability, tort, or otherwise with respect to, or arising out of such part.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE AND PATENT INFRINGEMENT.

(2) Limitation of Liability: Seller shall not be liable for special or consequential damages, such as, but not limited to, damage or loss of other property or equipment; loss of profits or revenue; loss of use of power system; cost of purchased or replacement power; or claims of customers of Purchaser for service interruptions. The remedies of the Purchaser set forth herein are exclusive, and the liability of Seller with respect to this contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair or use of any parts and/or services furnished under this contract whether in contract, tort, under any warranty, strict liability, negligence, or otherwise, shall not exceed the price of the parts and/or services which were furnished and on which a claim of liability is based.

(3) Indemnity. Seller shall hold harmless Purchaser, its officers, directors, agents, representatives, and employees from and against all claims, liability, damage and/or expense, including attorney fees, by reason of any actual or alleged infringement of patents or copyrights in connection with the goods and/or services provided by Seller. This indemnity is the sole and exclusive indemnity provided by Seller to Purchaser.