



JF5001-00

Hindle's Standard Warranty

(a) This Standard Warranty is the only Standard Warranty that governs the sale of certain goods, products and/or services (collectively, the “**Goods**”) by **HINDLE POWER, INC.**, a Pennsylvania corporation and/or HindlePower Advanced Integrations Inc. D/b/a Alpine Metal Products (collectively, and as applicable “**Hindle**”) to the buyer (“**Buyer**”) named on the purchase order form, quotation, confirmation of sale, invoice and/or other similar document. Hindle, subject to the terms and conditions below, warrants to Buyer that: (i) Goods with an end use in the United States, that for a period of five (5) years from the date that the Goods are manufactured (“**Domestic Warranty Period**”); and (ii) for Goods with an end use outside of the United States for a period of one (1) year from the date the Goods are manufactured (“**Foreign Warranty Period**”, together with the Domestic Warranty Period, the “**Warranty Periods**” and each a “**Warranty Period**”), that such Goods will materially conform to Hindle's published specifications in effect as of the date that the Goods were manufactured and, as applicable to the extent agreed upon by the parties in writing, the specifications Buyer has specifically requested (the “**Requested Buyer Specifications**”) and will be free from material defects in material and workmanship (the “**Standard Warranty**”).

(b) (check [or designate on the Quotation Form] if applicable) - **Extended Spare Parts Warranty**. Subject to the terms and conditions hereof, and only available for Goods with an end use within the United States, if the applicable box(es) are checked (or if a specific election is included on the Quotation Form), Buyer may elect to purchase an extended spare parts warranty (the “**Extended Spare Parts Warranty**”) pursuant to this Section (b), which extends the duration of Hindle's applicable Warranty Period for the additional period selected below (the “**Extended Warranty Period**”). During the applicable Extended Warranty Period, the Extended Spare Parts Warranty incorporates all coverage provided under Hindle's Standard Warranty described above. The Extended Spare Parts Warranty may be elected for one of the following Extended Warranty Periods, each for the corresponding additional charge calculated as a percentage of the original purchase price of the Good(s):

- (i) (check [or designate on the Quotation Form] if applicable)
1 additional year at an additional charge to the Buyer, equal to 5% of the original price.
- (ii) (check [or designate on the Quotation Form] if applicable)
3 additional years at an additional charge to the Buyer, equal to 8% of the original price.
- (iii) (check [or designate on the Quotation Form] if applicable)
5 additional years at an additional charge to the Buyer, equal to 10% of the original price.

(c) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION (A) AND (B) OF THIS STANDARD WARRANTY (AS APPLICABLE), TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HINDLE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, THIRD PARTY PRODUCT (AS DEFINED BELOW), THE REQUESTED BUYER SPECIFICATIONS OR GOODS MANUFACTURED BY HINDLE UNDER SUCH REQUESTED BUYER SPECIFICATIONS, INCLUDING ANY: (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**



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(d) Except as otherwise specifically provided herein with respect to the Extended Spare Parts Warranty, Goods that are manufactured by a third party (“**Third Party Product**”) or are Buyer Requested Specifications may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Buyer Requested Specifications and/or Third-Party Products are not covered by the warranty in Section (a) and (b) of this Standard Warranty. To the extent assignable, Hindle hereby assigns the applicable manufacturer’s warranty for the relevant Buyer Requested Specifications and/or Third-Party Product(s) to the Buyer.

(e) Hindle shall not be liable for a breach of the warranty set forth in Section (a) and (b) of this Standard Warranty (as applicable) unless: (i) Buyer, prior to the expiration of the applicable Warranty Period, gives written Notice of the defect, reasonably described, to Hindle within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Hindle is given a reasonable opportunity after receiving the Notice to examine such Goods and Buyer (if requested to do so by Hindle) returns such Goods to the Hindle Facility for an examination; and (iii) Hindle reasonably verifies Buyer’s claim that the Goods are defective. The conditions of any tests shall be subject to Hindle’s approval and Hindle shall be notified of, and may be represented at, all tests completed. In addition, and without limiting the foregoing, requests for returns or warranty claims must be submitted to Hindle’s Factory Service Center for Return Material Authorization (RMA) for instructions and assessment.

(f) Hindle shall not be liable for a breach of the applicable standard warranty set forth in Section (a) and (b) of this Standard Warranty (as applicable) if: (i) Buyer makes any further use of such Goods after giving such Notice; (ii) the defect arises because Buyer failed to follow Hindle’s oral or written instructions as to the storage, installation, use or maintenance of the Goods; (iii) Buyer (or a third party) alters, modifies or repairs such Goods without the prior written consent of Hindle; (iv) such defect or damage results from Buyer’s (or a third party’s) operator error, negligence or misuse; (v) Buyer, or a third party, incorporates into the Goods any parts that are not manufactured, sold, or approved by Hindle; (vi) the Goods are damaged as a result of its use for a purpose for which the Goods are not designed; (vii) any damage to the Goods is caused by accident, abuse, water, flood, fire, or other acts of nature or external causes; (viii) such defect or damage results from ordinary wear and tear; (ix) the label bearing the serial number of the Goods has been removed or defaced; (x) the Good(s) was not purchased from Hindle; or (xi) the defect is related to, or results from, the Requested Buyer Specifications, so long as Hindle manufactured such Goods in compliance with the Requested Buyer Specifications.

(g) Subject to Section (e) and Section (f) of this Standard Warranty above, with respect to any such Goods, or the parts, assemblies, or components of the applicable Goods (collectively, “**Parts**”) during the applicable Warranty Period, which Hindle deems to be defective (in Hindle’s sole discretion), Hindle shall, at its option, either: (i) repair such Goods (or the defective Part), (ii) provide Buyer a replacement for such Good (or the defective Part), or (iii) credit or refund the price of such Goods (or the defective Part) at the pro rata contract rate provided that, if Hindle so requests, Buyer shall, return such Goods (or the defective Part) to the Hindle Facility. Buyer, at Buyer’s sole cost and expense, shall be solely responsible for any and all costs (including, but not limited to, labor, travel, freight and/or shipping costs) associated with the removal, reinstallation and/or transportation of the Goods (or the defective Part) under this Standard Warranty.

(h) **THE REMEDIES SET FORTH IN SECTION (G) OF THIS STANDARD WARRANTY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND HINDLE'S ENTIRE LIABILITY FOR ANY BREACH OF THE STANDARD WARRANTY SET FORTH IN SECTION (A) AND (B) OF THIS STANDARD WARRANTY (AS APPLICABLE).**