



NexGear Switchgear Extended Warranty

*Selling Policy PS1000-1 Applies
Specific Exclusions Amended For Leesburg Utility*

Coverage

PowerSecure warrants its NexGear Switchgear against defective parts and workmanship for a period of "X" (described below) months from the date of start-up. If the purchaser notifies PowerSecure of any failures to conform to this warranty within the warranty period, PowerSecure will correct the nonconformity at its option by repairing or replacing the defect part(s).

Duration

The warranty period is "X" months from the date of start-up or "X" + 6 months from the date of shipment, whichever comes first. For these purposes, date of start-up is defined as the date when the manufacturer's authorized service engineer starts the equipment and certifies that is in proper working order per specifications. Customer acceptance does not alter this date. Start-up cannot exceed one year from the shipment date. When no start-up service is provided by PowerSecure, the warranty period begins on the day that the equipment ships from the PowerSecure factory.

Specific Exclusions

PowerSecure will warranty items per the agreement for the extended amount of time with the following exceptions but not limited to. Protective Relays and Electronic Trip Units 5 years maximum, PLC's and Touch Screens 5 years maximum. PowerSecure will not warranty obsolete or discontinued items and reserves the right for equivalent replacement at our discretion with new or refurbished equipment. Excessive use, negligence, and consumable items are not covered by warranty.

Owner's Responsibility

Product must be kept free of debris, foreign matter, and excess moisture. All service, repairs, and/or modifications must be performed by an authorized PowerSecure service technician. Preventative maintenance must be performed on all applicable components according industry standards and the instructions supplied in the owner's manual. The costs of this maintenance are the owners responsibility unless otherwise contracted to PowerSecure under a separate agreement. Failure to follow this procedure will void the balance of the warranty.

Standard Warranty Limitations

PowerSecure will not be liable for damage or accidents caused by improper storage, improper application, improper installation or without the protection normally accepted by the industry, failure of some other part of the system causing the product to fail, shipping damage, abuse, mishandling, vandalism, alteration, improper maintenance (in accordance with industry standards and the instructions supplied in the owner's manual) and all other forces outside the PowerSecure factory.

All service requests conforming to this warranty must be authorized by the PowerSecure factory service department and must be performed by an authorized PowerSecure service technician. Warranty service is dispatched out of the PowerSecure factory service department in Wake Forest, NC by calling 1-866-DG-SKILL. Unauthorized service will void the balance of the warranty.

Premium labor (overtime/holiday/weekend) is provided under this warranty only at the discretion of PowerSecure. This warranty may not be transferred to a subsequent owner without the written approval of PowerSecure.

This warranty does not cover special, incidental or consequential damages including but not limited to rental equipment and/or any expenses, losses, or costs due to down time of product.

PowerSecure coverage does not include failure caused by flood, water, weather, freezing, heat, earthquake, fire, wind, storm, lightning, volcanic eruption, dust, war, sabotage, vandals, riot, theft, explosion, or any other act(s) by nature or man.

Any implied or statutory warranties, including any warranty of merchantability or fitness of purchase, is expressly limited to the duration of this warranty.

This warranty is only valid in the United States.

There are no other warranties, expressed or implied, beyond what is stated herein. The foregoing warranty is in lieu of any other representations or warranties, expressed or implied, which are hereby expressly disclaimed and waived by the buyer. Any modification of the warranties set forth herein must be in writing and signed by a duly-authorized officer of PowerSecure.

This warranty gives the owner specific legal rights. The owner may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, therefore some of the above limitations may not apply.

NexGear Order Number: _____

Site Address: _____

Warranty Start Date: _____

"X" Months Warranty: _____

Authorized: _____