

This agreement constitutes the exclusive limited warranty of POWERTRON CORP. or POWERTRONSM ("Manufacturer") for the POWERTRONSM 400, POWERTRONSM 800 Tap Box and the POWERTRONSM SCAFFOLDING ACCESSORIES (collectively or individually the "Product") given to a purchaser of the Product ("Buyer", and collectively with Manufacturer, the "Parties"). All prior or contemporaneous understandings or agreements regarding the warranty of the Product, whether written, oral, express or implied, are merged into and with this agreement which fully states the Parties agreement. Manufacturer warrants the Product manufactured and sold by it to be free of defects in workmanship and materials for a period of fifteen (15) months, which period shall begin on the date the Product is shipped by the Manufacturer to either the Buyer, distributor or other third party contractor. If during the warranty period any Product is proven to be defective upon Manufacturer's inspection, the sole responsibility of Manufacturer shall be to repair or replace, at its sole option, the Product or components thereof that have been found to be defective within the warranty period. Seller shall not be obligated to remedy any defects where otherwise required pursuant to this exclusive limited warranty until Buyer notifies Manufacturer in writing of the defect and then only if such notification is made prior to the expiration of the warranty period.

Buyer agrees to properly install the Product and to use the Product under normal operating conditions in accordance with applicable instructions and specifications published by Manufacturer and the original manufacturers of the components of the Product (copies of which are included with the Product or can be obtained from the Manufacturer). Buyer acknowledges and agrees that the Product purchased hereunder is not intended for use in connection with any hazardous activity or other activity where failure of a single component could cause substantial harm to persons or property.

Manufacturer denies and disclaims all liability for any loss, cost, damage or injury and any warranty provided pursuant to this agreement is rendered null and void if the Product is: (1) used for an improper or hazardous purpose; (2) improperly installed; (3) used for a purpose for which it is not designed or intended; (4) modified, repaired or altered without Manufacturer's written consent; or (5) subjected to misuse, negligence, accident or improper maintenance. Buyer further agrees to indemnify, defend and hold harmless Manufacturer against any such liability, and any loss, cost, damage, injury or expense, including any attorneys fees and expenses, suffered or incurred by Manufacturer related to such conduct which voids this warranty, whether as a result of breach of contract, warranty, tort (including negligence), or otherwise.

THIS EXCLUSIVE LIMITED WARRANTY IS IN LIEU OF AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, STATUTORY, AT LAW OR IN EQUITY, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND BUYER HEREBY WAIVES ANY AND ALL SUCH WARRANTIES. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER FORESEEN OR FORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE PRODUCT OR LOSS OF USE OF ANY ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE PRODUCTS, COST OF FACILITIES OR SERVICES, COST OF REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF THIRD PERSONS WHO BUY FROM OR DEAL WITH BUYER FOR ANY SUCH DAMAGES DESCRIBED HEREIN. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM LIABILITY, IF ANY, OF MANUFACTURER FROM ANY CAUSE WHATSOEVER SHALL NEVER EXCEED THE ORIGINAL COST OF THE DEFECTIVE PRODUCT SOLD.

This agreement has been agreed upon by Buyer through either a direct contractual relationship with the Manufacturer or an assignment and assumption of this agreement from Manufacturer's distributor or third party contractor. No actions taken by Manufacturer to correct defects shall extend the warranty period. No representative of Manufacturer has the authority to expand the scope or extend the duration of this exclusive limited warranty or to make agreements with respect hereto.

All written notices or returns to Manufacturer must be delivered to: POWERTRONSM: Corporate Headquarters, 1250 Touhy Ave., Elk Grove Village, IL, 60007 4985; Fax Number 847-956-1352. Customer service is available at 1-800-783-4637 or 847-228-0400. www.stnr.com. In order to obtain warranty service, the Product or its defective components must be returned to the Manufacturer. A Return Material Authorization ("RMA") number is required for every return shipment to Manufacturer. An RMA number can be obtained by contacting a POWERTRONSM Sales & Service representative at 1-800-783-4637 or 847-228-0400. Returned Products are refused unless a RMA number accompanies the shipment. In no event shall Manufacturer be liable for installation, removal or re-installation costs. To the extent any removal and installation of a Product or its components is required, such removal or installation must be handled by a professional and/or fully licensed electrician. ALL WARRANTY CLAIMS ARE VOIDED IF THE Product was damaged during transport as a result of improper packaging.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, USA and any disputes hereunder or relating hereto shall be subject to the jurisdiction of the courts in Chicago, Illinois, USA.

STEINER ELECTRIC COMPANY: Corporate Headquarters, 1250 Touhy Ave., Elk Grove Village, IL, 60007-4985. 1-800-STEINER or 847-228-0400.
www.steinerelectric.com