

LIMITED WARRANTY

Subject to the limitations, exclusions and disclaimer set forth below, Lester Electrical warrants to the customer as identified in the original purchase order received by Lester and the original purchaser from such customer or dealer (collectively, the "Customer") that each new Lester product will be free from defects in material and workmanship for a period of twenty four (24) months from the date of manufacture. Defective products or parts should be sent with transportation charges prepaid to the Lester factory at the address noted below. To do so, first obtain a "Return Material Authorization" (RMA) number by calling the Service Department of Lester Electrical (402 477-8988) or by e-mailing service@lesterelectrical.com and then send the defective product with transportation charges prepaid to:

Lester Electrical 625 West A Street Lincoln, NE 68522-1794 USA Attention: Service Department RMA#

If the product or parts are found in the reasonable judgment of Lester to be defective in material or workmanship, Lester's sole obligation shall be to repair or replace such products or parts as may be appropriate in the circumstances. Repair or replacement will be at the discretion of Lester, with replacements being made using current models or parts performing the equivalent function. All warranty repair work performed at the Lester factory will be completed within a reasonable time after receipt of defective items and at Lester's cost. For warranty repair work performed at facilities other than the Lester factory, Lester will provide only the required replacement products or parts.

LIMITATION ON COVERED COSTS: LESTER'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR PARTS AS DETERMINED BY LESTER IN ITS REASONABLE DISCRETION. LABOR CHARGES OTHER THAN THOSE INCURRED AT THE LESTER FACTORY ARE NOT COVERED UNDER THIS WARRANTY AND ARE THE RESPONSIBILITY OF THE CUSTOMER. ALL EXPENSES ASSOCIATED WITH DELIVERING DEFECTIVE ITEMS TO THE LESTER FACTORY AND THE EXPENSE OF RETURNING REPAIRED OR REPLACED ITEMS FROM THE LESTER FACTORY TO THE CUSTOMER WILL BE PAID BY THE CUSTOMER.

LIMITATION OF WARRANTY ON CERTAIN COMPONENTS: THIS WARRANTY DOES NOT COVER ANY SEMICONDUCTOR PARTS, SUCH AS DIODES, WHICH ARE VULNERABLE TO ELECTRICAL OVERLOADS BEYOND THE CONTROL OF LESTER, OR COMPONENTS NOT MANUFACTURED BY LESTER, WHICH INCLUDE, BUT ARE NOT LIMITED TO, RELAYS, CIRCUIT BREAKERS, TIMERS, AND AMMETERS. THE WARRANTY ON COMPONENTS NOT MANUFACTURED BY LESTER IS LIMITED TO THE TERMS SPECIFIED IN THE ORIGINAL MANUFACTURER'S WARRANTY. IF ANY.

EXCLUSION OF WARRANTY FOR MISUSE: THIS WARRANTY DOES NOT COVER ANY PRODUCT THAT HAS BEEN SUBJECT TO MISUSE, NEGLECT, NEGLIGENCE, MODIFICATION, OR ACCIDENT, OR OPERATED IN ANY WAY THAT IS CONTRARY TO INSTRUCTIONS SPECIFIED ON THE CHARGER CASE OR IN THE APPLICABLE OWNER'S MANUAL.

DISCLAIMER OF IMPLIED WARRANTIES: EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH HEREIN, LESTER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO ANY GOODS OR SERVICES THAT LESTER HAS MANUFACTURED, FABRICATED, PRODUCED, SOLD OR PROVIDED TO THE CUSTOMER, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED.

LIMITATION ON LIABILITY: EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH ABOVE, LESTER'S LIABILITY TO THE CUSTOMER, ANY END USER OR ANY THIRD PARTY FOR ANY GOODS OR SERVICES WHICH DO NOT CONFORM TO THE LIMITED WARRANTIES SET FORTH ABOVE SHALL NOT, IN ANY EVENT, EXCEED THE AMOUNT PAID TO LESTER FOR SUCH NON-CONFORMING GOODS OR SERVICES AS DETERMINED PURSUANT TO THE APPLICABLE PURCHASE ORDER.

LIMITATION ON THE NATURE OF DAMAGES: EXCEPT AS EXPRESSLY PROVIDED ABOVE, LESTER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OR ANY END USER OR THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OF ANY NAME, NATURE OR DESCRIPTION AS A RESULT OF THE FAILURE OF ANY GOODS OR SERVICES PURCHASED BY THE CUSTOMER FROM LESTER.