

LIMITED WARRANTY AND RETURN POLICY

1.0 OVERVIEW

Governors America Corp. (hereafter "GAC") warrants each new Product ("Product" is any new, never installed component, part, or item), sold from GAC for 2 (two) years from the date of original sale from GAC for 100% of parts and labor. GAC warrants that the Customer ("Customer" is any person or entity that purchases Products directly from GAC) shall acquire Product purchased hereunder free and clear of all liens and encumbrances. GAC warrants from the date of original sale from GAC, the Product will be free from defects in material and workmanship for the limited warranty period and under normal use and service. GAC may change the terms of the Standard Limited Warranty and Return Policy at any time and without notice.

1.1 Limitation of Liability

GAC's liability for any losses or damages resulting from a defective or non-conforming Product shall be limited to the purchase price of such Product plus applicable transportation charges paid, or, at GAC's option, to the cost of repair or replacement of the Product. To the maximum extent permitted by law, in no event will GAC be liable for any incidental or consequential damages including, but not limited to, any cost to the Customer related to removing or reinstalling a unit or system, loss of anticipated profits, interruption of business, or loss of use of any equipment, installation, system, operation, or service into which the products of GAC may be put, whether arising by claim or breach of warranty, default (failure to deliver or otherwise), negligence, strict liability, or any other tort theory, except as herein specifically provided, even if GAC has been advised of the possibility of such damages.

1.2 Disclaimer of Warranties

The Customer shall comply with GAC's warranty return procedures and be liable for any GAC Product assessment, repair, and restocking charges that are in effect at the time of claim. To the maximum extent permitted by law, GAC hereby disclaims all other warranties concerning its Products, whether expressed, implied, statutory or arising from course of dealing or otherwise, and including without limitation, any and all warranties of non-infringement, merchantability or fitness for a particular purpose and shall have no obligation or liability with respect thereto to any person, or firm, other than as herein specifically stated.

1.3 Limited Warranty: Conditions and Exceptions

Operation of the Product that renders this warranty void will be defined to include all of the possibilities described following together with any practice which results in exceeding the specified tolerance of the Product. GAC shall not be responsible for circumstances beyond its control, and this warranty shall not apply to Products which have been subjected to Customer contamination, tampering, negligent handling, misapplication, alteration, or misuse, such as:

- Product or equipment failures as a result of improper installation, tampering, negligence, misuse, accident, or normal wear of the Product.
- Connection or operation with any equipment or component which is not manufactured according to international standards or any external device attached by Customer that creates conditions exceeding the specified tolerance of the Product or violating the interface requirements.
- Physical alteration beyond the intended operational scope or adjustment beyond the normal range of settings.
- Repairs made outside of GAC, such as third parties or distributors. All repairs covered by this warranty must be done at GAC's factory; unless GAC directs explicitly, in writing, that service be performed at another location or authorized repair facility.

- Internal changes to any of the components of the circuitry of the Product.
- If at any time, the power supplied to any part of the Product exceeds the rated tolerance.
- If any time the serial number or product identification is removed or defaced.

2.0 PRODUCT RETURN PROCEDURE – RETURN MATERIAL AUTHORIZATION (RMA)

No Products may be returned to GAC without first obtaining a GAC Return Material Authorization (RMA) number. Each request for the return of Product(s) should include the information detailed in Section 2.1. Products should be packaged according to the information provided in Section 2.2. No decisions regarding Product(s) returned for credit, refund, exchange, or warranty consideration will be made until the Product is received and inspected by GAC.

The Customer is allowed to collect Products for return until a reasonable number of faulty Products are accumulated to reduce transport costs to GAC, which are prepaid by the Customer. At GAC's written directive, pictures of Product including the product label with identifying serial number(s) may substitute for return of physical Product. GAC will provide this directive at the time of the RMA request.

For Products being returned for non-warrantable issues, including Product that is not required or ordered incorrectly, written pre-approval and a Returned Material Authorization (RMA) number must be obtained from GAC. Returned Product must be unused, un-mounted, and in brand new condition and original packaging for refund or credit consideration. Considerations for refunds or credits will be based on the original invoiced amount, not including shipping, handling, VAT, duties, or other charges. A restocking fee ranging from 15% for regular production Products up to 50% for service replacement parts may be deducted from the refund or credit amount. The estimated fees and amounts will be communicated at the time of RMA number assignment. Refunds and credits will only be considered after receipt of the Products and inspection by GAC. Products being returned for warrantable issues, including units to be repaired, will be evaluated upon receipt and inspection to see if the unit can be repaired. If the unit cannot be repaired, GAC will replace the unit with a new or Factory Re-Conditioned Unit depending on the application and/or returned reason and will come with a 1-year warranty upon shipment of the replacement unit.

TO REQUEST A RETURN AUTHORIZATION, YOU MUST PROPERLY FILL OUT THE FORM LOCATED ON OUR WEBSITE OR YOU MAY CLICK BELOW: <http://governorsamerica.wufoo.com/forms/request-for-return-material-authorization-rma/>

2.1 Returned Product Information

When shipping the Products back to GAC, attach the Shipping Label that is provided by GAC Sales & Marketing and place the RMA Form in the box with the following information:

- Return Material Authorization (RMA) number
- name and phone number of a contact person
- complete GAC part number(s) and serial number(s)
- description of the problem/reason for return*
- name and location where the Product is installed (if applicable);
- instructions describing the desired type of repair (if applicable).
- pertinent details including engine, engine run-time, operating conditions/environment, failure mode/symptoms, troubleshooting attempted, application type (generator, compressor, marine propulsion, etc.).

2.2 Return Packaging

GAC recommends the use of the following packing materials when returning a controller or actuator:

- protective caps on any connectors
- antistatic protective bags on all electronic modules
- packing materials that will not damage the surface of the unit
- a packing carton with double walls
- a strong tape around the outside of the carton for increased strength.

3.0 WARRANTY ASSESSMENT

After the diagnosis of the returned Product, GAC will report the reason for failure to the Customer upon Customer request in writing or through a detailed Failure Analysis Report (FAR – upon request).

3.1 Warranty Accepted

If GAC approves the warranty return, the Customer will be notified of the findings, and further actions will be communicated to the Customer regarding refund, replacement, or repair as per the Standard Limited Warranty and Return Policy. In this event, the repaired or replacement Product may be sent back to Customer in the next regular shipment if there is adequate inventory at the Customer location. If the Product must be returned immediately, GAC shall determine the most economical method of shipment to the Customer. The shipment method will be discussed with the Customer prior to return processing.

3.2 Warranty Denied

If the warranty is denied, an assessment fee may be charged, in addition to the repair or replacement of the Product. Cost estimates for repair or Factory Reconditioned Replacement will be provided to the Customer upon request or prior to work being completed. In this event, the repaired or replacement units are sent back at the Customer's expense. The assessment fee (diagnostic fee) will be 10% of the current list price of the Product and may be charged for Products that are found to operate according to specification or are unrepairable due to external factors. If the unit can be repaired, the repair fee will be 25% of the current list price of the product. The warranty period for repaired Products (if applicable) is based on the original date of sale from GAC; this implies that if a product is repaired outside of the 2-year warranty period, there is no extension provided.

3.3 Transport

Taxes, import duties, and related fees are always the responsibility of the Customer when repaired, or replacement Products are returned to the Customer. The invoice will state the value of the replacement or repair charges and not the original sale price. Exceptions to this policy will be evaluated on a case-by-case basis.