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## LIMITED WARRANTY

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Subject to the limitations, exclusions and disclaimer set forth below, Lester Electrical of Nebraska, Inc. ("Lester") warrants to the customer as identified in the original purchase order received by Lester and the original purchaser from such customer, distributor, or dealer (collectively, the "Customer") that each new Lester product will be free from defects in material and workmanship for a period of sixty (60) months from the date of the original shipment from Lester, unless Lester and the original purchaser have a written agreement in place that specifies an alternate limited warranty period. 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 (1.402.477.8988) or by emailing [Service@LesterElectrical.com](mailto: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, replace, or credit such products or parts as may be appropriate in the circumstances. Repair, replacement, or credit 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.

**WARRANTY LIMITATIONS:** THIS WARRANTY DOES NOT COVER: (1) ANY PRODUCT THAT HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, MODIFICATION, OR ACCIDENT, OR OPERATED IN ANY WAY THAT IS CONTRARY TO INSTRUCTIONS SPECIFIED ON THE PRODUCT ENCLOSURE OR IN THE APPLICABLE PRODUCT MANUAL; (2) DAMAGE TO ANY PRODUCT RESULTING FROM NORMAL WEAR AND TEAR; OR (3) DAMAGE TO ANY PRODUCT DUE TO A FORCE OF NATURE OR AN ACT OF ANY THIRD PARTY.

THIS WARRANTY DOES NOT COVER: (1) COMPONENTS WHICH ARE VULNERABLE TO ELECTRICAL OVERLOADS BEYOND THE CONTROL OF LESTER, (2) COMPONENTS THAT ARE CONSUMABLE ITEMS THAT WEAR OUT UNDER NORMAL USE, WHICH INCLUDE, BUT ARE NOT LIMITED TO, FUSES; OR (3) ANY THIRD-PARTY PRODUCTS SUPPLIED AT THE CUSTOMER'S REQUEST, INCLUDING WITHOUT LIMITATION CUSTOM PROFILES, ALGORITHMS, OR SOFTWARE INSTALLED WITHIN A LESTER PRODUCT. THE WARRANTY ON ACCESSORY ITEMS NOT MANUFACTURED BY LESTER IS LIMITED TO THE TERMS SPECIFIED IN THE ORIGINAL MANUFACTURER'S WARRANTY, IF ANY.

THIS WARRANTY DOES NOT COVER ANY COMPONENTS THAT ARE INSTALLED ONTO OR WITHIN A LESTER PRODUCT IN THE FIELD BY THE CUSTOMER, OR ONE OF THEIR AGENTS, THAT ARE NOT LESTER PRODUCTS THEMSELVES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, AC CORDSETS, DC CORDSETS, AND OTHER WIRE ASSEMBLIES. MOREOVER, THIS WARRANTY DOES NOT COVER ANY DAMAGES, TO A LESTER PRODUCT OR OTHERWISE, CAUSED BY ONE OF THESE COMPONENTS.

THIS WARRANTY DOES NOT COVER ANY COMPONENTS THAT ARE INSTALLED ONTO OR WITHIN A LESTER PRODUCT IN THE FIELD BY THE CUSTOMER, OR ONE OF THEIR AGENTS, THAT ARE NOT INSTALLED ACCORDING TO THE INSTRUCTIONS AND SPECIFICATIONS (FOR EXAMPLE, TORQUE SETTINGS) PROVIDED BY LESTER ON THE PRODUCT ENCLOSURE OR IN THE APPLICABLE PRODUCT MANUAL, WHICH INCLUDE, BUT ARE NOT LIMITED TO, AC CORDSETS, DC CORDSETS, AND OTHER WIRE ASSEMBLIES. MOREOVER, THIS WARRANTY DOES NOT COVER ANY DAMAGES, TO A LESTER PRODUCT OR OTHERWISE, CAUSED BY THE INCORRECT INSTALLATION OF ONE OF THESE COMPONENTS.

**USE WITH LITHIUM BATTERIES:** DUE TO THE NATURE OF LITHIUM-ION BATTERIES, THEY MUST, AT ALL TIMES, BE PROTECTED AGAINST A VARIETY OF CONDITIONS THAT COULD BE DAMAGING TO THE BATTERY PACK OR ITS INDIVIDUAL CELLS BY A BATTERY MANAGEMENT SYSTEM ("BMS") BASED UPON THE CHEMISTRY AND NEEDS OF THE SPECIFIC LITHIUM-ION CELLS. AS SUCH, THE BMS MAINTAINS CONTROL OVER THE PACK AND THE CONDITIONS FOR ITS USE, BOTH DURING DISCHARGING AND CHARGING. AT NO TIME DOES A LESTER PRODUCT HAVE DIRECT CONTROL OF THE PACK. THEREFORE, IN NO EVENT WILL LESTER BE HELD LIABLE FOR DAMAGES TO OR ANY DAMAGES CAUSED BY LITHIUM-ION BATTERIES USED IN COMBINATION WITH A LESTER PRODUCT.

**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 CUSTOMER, ANY END USER, OR ANY 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.