

HPS Loadbanks Limited Warranty



Warranty Period

- For new load banks purchased from HPS, the Parts and Labor warranty period is 24 months after the date of delivery to the first user, and the Parts warranty is extended to 24 months.
- For certified used load banks sold as "certified used load bank", the standard Parts and Labor warranty period is 12 months after the date of delivery to the purchaser of the load bank, and the Parts warranty is extended to 12 months.

HPS Loadbanks Responsibilities

If a defect in material or workmanship is found during the warranty period or there is a failure of a Loadbank, HPS Loadbanks will, during normal working hours and at an acceptable place of business or other source approved by HPS Loadbanks:

- When advised by customer, make an initial attempt to give advice over the phone or via email to repair the Loadbank.
- Provide new or certified used (at HPS Loadbank's choice) approved repair parts or assembled components needed to correct the defect.

Note: New or remanufactured components or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable of the product in which installed as if such parts were the original components of that product. Items replaced under this warranty become the property of HPS Loadbanks and must be returned to HPS.

- Provide reasonable and customary labor needed to gain access, including labor to remove and replace loadbank louvers and doors as necessary, to correct the defect.
- Respond to the warranty claim within 24 hours and will make every effort to commence travel to the loadbank's location in the Continental United States within 72 hours of the original request for service, weather and transportation available and permitting, if it has been determined to be a warrantable failure.

User Responsibilities

- Provide an adequate point-of-contact who can make a reasonable effort in the diagnosis and repair of the Loadbank after receiving advice from a HPS Loadbanks Technician, via phone or email.
- The Labor warranty requires the customer to cover the costs of airfare and accommodations.
- Disconnection and reconnection of the Loadbank to/from the load source.
- Proper lock-out, tag-out compliance of load source if required.
- Provide a safe location to diagnose and repair the loadbank that is shielded from harsh weather conditions in a hot or cold climate.
- Provide special and necessary transportation if required at user's cost (4x4, snow-cat, small plane, etc.)
- Provide all personal safety equipment that a specific jobsite may require, including, but not limited to; hardhats, safety glasses, rigging harnesses or any and all maritime or mining safety gear.
- Payment of tolls, local taxes, fees, or access charges.
- Hourly labor costs for any requested or required premium or overtime labor rates.
- Provision of a crane or forklift as required to complete the repair.
- Parts shipping charges in excess of those that are usual and customary.
- Full cost of all travel expenses and labor to investigate a claim if it is determined by HPS Loadbanks that the repair is not covered under the warranty due to abuse, neglect, or improper operation.
- Make the loadbank promptly available for repair by the time our Technician arrives on-site.



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Limitations

HPS Loadbanks is not responsible for:

- Failures resulting from any use or application of the loadbank that HPS Loadbanks determines as improper or abusive.
- Damage caused by improper voltage, over-current or voltage spikes from the load source.
- Damage caused by excessively low voltage from the load source (chattering contactors, etc.).
- Damage resulting from improper cable hook-up or improper load cable connections.
- Damage caused by not using a separate source of power for fans and controls.
- Failures caused by attachments or accessories not approved by HPS Loadbanks.
- Weather related travel restrictions or other issues beyond the control of HPS Loadbanks related to travel.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from User's delay in making the product available after being notified of a potential product problem.
- Failures resulting from the continued use of a loadbank after being advised by HPS Loadbanks to cease operation due to a problem.
- Failures resulting from unauthorized repairs or adjustments.

For loadbanks sold and used
in Canada and the United States.

HPS Loadbanks and any of its subsidiaries warrants subject to terms and conditions stated below for new and remanufactured loadbank products sold by it, including any products of other manufacturers packaged and sold by HPS Loadbanks, to be free from defects in material and workmanship.

Neither the foregoing express warranty nor any other warranty by HPS loadbanks, express or implied, is applicable to any item HPS loadbanks sells that is warranted directly to the user by its manufacturer.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HPS LOADBANKS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

HPS LOADBANKS EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF THIRD PARTY GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

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