

## Limited Warranty

Shape LLC, (the "Company"), Addison, Illinois, warrants that all Custom Magnetics (ferroresonant transformers, isolation and linear transformers, power transformers, inductors and mercury vapor ballasts) manufactured by the Company will be free from defects in material and workmanship under normal use and service for a period of 12 months from date of our shipment.

Also the Company warrants that all Power Conditioning Equipment manufactured by the Company, if new, unused and in original unopened cartons at the time of purchase, will be free from defects in material and workmanship under normal use and service for a period of three years (CLC, CLT, Power Conditioners and IT series Isolation Transformers), or for a period of three years (PCLC series Power Conditioners), or for a period of two years (PVR & REG series Voltage Regulators), or for a period of one year (ILT series Power Conditioners and any Custom Power Conditioning Products) from the date of our shipment. A twenty percent (20%) restocking fee will be applied to all returns that are the result of a customer overstock or mis-order.

**The Company's obligation under these warranties shall be strictly and exclusively limited to repairing or replacing, at the Company's option, any such equipment which an authorized representative of the Company finds to be defective in material or workmanship under normal use and service within such a period.** These warranties do not apply to any equipment which has been tampered with or altered in any way, which has been improperly installed or which has been subject to misuse, neglect or accident.

**THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** and of any other obligations or liabilities on the part of the Company; and no person is authorized to assume for the Company any other liability with respect to the equipment. **THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER IN ANY EVENT FOR PAYMENT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING, WITHOUT LIMITATIONS, DAMAGES FOR INJURY TO ANY PERSON OR PROPERTY OR FOR ANY EXPENSES INCURRED IN THE INSTALLATION, REMOVAL OR REINSTALLATION OF THE EQUIPMENT.**

If for any reason any of the foregoing provisions shall be ineffective, the Company's liability for damages arising out of its manufacture or sale of the equipment, or use thereof, whether such liability is based on warranty, contract, negligence, strict liability in tort or otherwise, shall not in any event exceed the full purchase price of such equipment, as the case may be.

Any action against the Company based upon liability or obligation arising thereunder or under any law applicable to the sale of the equipment, or the use thereof, must be commenced within one year after the cause of such action arises.

The buyer shall notify the Company immediately upon receipt of any defective goods. The Company will be given a reasonable opportunity to inspect the goods prior to return. No product may be returned until after receipt of written shipping instructions and a Return Authorization Number (RA#).