

TERMS

Allegro Industries reserves the right to accept or reject any order at our plant. Terms of sales are 2% 15, net 30 days, F.O.B. Piedmont, South Carolina. There is no minimum order requirement; however a handling charge of \$5.00 will be assessed on orders under \$50.00.

Freight will be PREPAID for shipments on orders of \$2,000.00 or more shipped to one destination within the Continental USA. Special delivery handling charges such as appointment only, limited access and multiple floor deliveries, etc., are not included in Allegro's Pre-paid Freight policy.

No deductions may be made in remittance on accounts due without prior issuance by Allegro of a credit memo to cover such deductions.

All shipments are F.O.B. Piedmont, South Carolina. Claims for shortages on sealed cartons must be filed within ten days after receipt of shipment. Claims for merchandise damaged, lost or not delivered must be filed with carrier within ten days.

***WARNING**

Explosion-proof motors are required in hazardous environments, and there are limitations to their use. The National Electrical Code defines several types of hazardous environments. You must refer to all warning labels, tags and product manuals regarding the appropriate use of these motors. All explosion-proof blowers must be used with statically conductive ducting.

ALLEGRO INDUSTRIES LIMITED WARRANTY AND WARRANTY SERVICE AND RETURN POLICY

Express Warranty

The warranty obligations of Allegro Industries ("Allegro") are limited to the terms set forth below:

All products, equipment and parts (collectively "Product" or "Products") sold by Allegro, either directly to its customers, or indirectly from its suppliers or distributors to their customers, are warranted, to the original end-user purchaser who/that receives the original, unaltered Product ("Purchaser"), to be free from defects in workmanship and materials under normal use for one (1) year from the date of sale to the Purchaser, when installed properly and used normally and in accordance with written operation instructions, if any ("Limited Warranty") ("Warranty Period"). No other express or implied warranty is given, and no affirmation of Allegro, by words or action, will constitute a warranty.

This Limited Warranty is conditioned upon proper use of the Product by Purchaser and applies only to Products manufactured by or for Allegro that can be identified by the Allegro trademark, trade name or logo affixed to them. This Limited Warranty does not apply to or cover: (a) defects or damage caused by or resulting from external causes including, but not limited to, accident, carrier handling, improper packaging in shipment; abuse, misuse, neglect, unusual physical stress, cosmetic damage, flood, fire, earthquake or other natural disasters; (b) normal wear and tear; (c) any modification of any part of the Product; (d) damage caused by using the Product outside the permitted or intended uses described by Allegro or written instructions; (e) malfunctions resulting from the use of the Product in conjunction with accessories, products or ancillary/peripheral equipment not furnished or approved by Allegro; (f) defects or damage caused by improper testing, operation, maintenance, installation or adjustment; or (g) defects or damage caused by installation and/or service performed by anyone who is not authorized by Allegro.

Each Purchaser agrees and acknowledges that the use, installation and/or operation of the Products shall be at Purchaser's own risk and may result in severe injury, death and/or damage to persons or real and/or personal property.

No Allegro supplier, distributor, officer, agent or employee is authorized to make any modification, extension, change or amendment to this Limited Warranty without the express prior written consent and authorization by the President of Allegro.

Allegro reserves the right to make improvements or changes to its Products at any time, without incurring any obligation to Purchasers, suppliers, distributors or customers who/that previously purchased Products directly or indirectly from Allegro.

EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED HEREIN, PURCHASER TAKES THE PRODUCT "AS IS." THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BEYOND THOSE STATED IN THIS LIMITED WARRANTY STATEMENT. ALLEGRO DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY OF THE PRODUCTS AND THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

NOTHING CONTAINED IN ANY WRITTEN INSTRUCTIONS OR WRITTEN INSTRUCTION OR OPERATION MANUAL OR CATALOG SHALL BE CONSTRUED TO CREATE A WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT.

IN ADDITION, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALLEGRO SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY OF ANY KIND, OR FROM ANY LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE, INCLUDING ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE USE, INSTALLATION AND/OR PERFORMANCE OF THE PRODUCT OR PRODUCTS, WHETHER SUFFERED BY SUPPLIER, DISTRIBUTOR, CUSTOMER, PURCHASER OR ANY OTHER PARTY, AND REGARDLESS OF THE LEGAL THEORY UPON WHICH THE CLAIM IS BASED, EVEN IF ALLEGRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT OTHERWISE LIMITING THE FOREGOING, IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST ALLEGRO BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT. THIS WARRANTY GIVES YOU LIMITED SPECIFIC LEGAL RIGHTS.

Warranty Service and Return Policy during Warranty Period

The following requirements must be followed before returning any Product or Products to Allegro:

1. All Purchasers must obtain a Return Merchandise Authorization Number ("RMA#") before returning any Product to Allegro. Allegro will refuse to accept any Product returned that does not have the RMA# clearly marked on the outside of the package or box. The Purchaser may obtain this RMA# by telephoning Allegro's Customer Service number at (800) 622-3530, or by requesting it in writing by mailing the written request to Allegro Industries, 1360 Shiloh Church Rd, Piedmont, South Carolina 29673, or by faxing the written request to Allegro Industries at (800) 362-7231, or emailing customer service at custsvc@allegrosafety.com.

2. Upon Allegro's issuance of RMA# for repair to a Distributor, the product must be decontaminated and cleaned to remove any hazardous materials which may have settled on the Product during use. Allegro reserves its rights to refuse, and will refuse, to accept any Product suspected of being contaminated and/or containing any dangerous chemical(s) or material(s), and will return that Product or those Products to the Purchaser, freight collect.

3. All Purchasers must return the Product or Products to Allegro freight prepaid, with the RMA# clearly marked on the outside of the box or package. Each Product to be returned should be packaged in its original Product packaging materials or equivalent, and be well padded, to prevent damage when in transit, and should be adequately insured by Purchaser. All Purchasers must bear the risk of loss of the Product during transit from Purchaser to Allegro. Inside the Product's package, please enclose your name, address, and telephone number, a description of the problem and a model and/or serial number for each Product returned.

Upon Allegro's receipt of a returned Product from a Purchaser that meets the above requirements, Allegro will determine in its sole discretion whether the Product is defective. If Allegro determines that the Product is not defective and/or does not meet the terms of this Limited Warranty, Allegro will return the Product to the Purchaser freight collect. If Allegro determines that the Product is defective, Allegro will determine in its sole discretion whether to repair or replace the defective Product covered by this Limited Warranty.

Each Purchaser's sole and exclusive remedy for defects in Products covered by this Limited Warranty is limited to Allegro's correction of the defect by repair or replacement.

4. Authorized returns of saleable merchandise, other than shipments made in error by Allegro, will be subject to a 20% restocking charge.

Warranty Terms

This Limited Warranty represents the complete and exclusive agreement covering this subject matter between Allegro and Purchaser and supersedes any prior agreements and/or communications regarding the subject matter hereof. The terms of this Limited Warranty shall be governed and construed in accordance with the laws of the State of California, without regard to any conflict of law principle that would result in the laws of any other jurisdiction governing this Limited Warranty. Any action or proceeding arising out of this Limited Warranty shall be litigated in the California Superior Court located in Ventura, California. Each Purchaser purchasing any Product from Allegro, directly or indirectly, shall be deemed to consent and submit to the jurisdiction of the state court located in Ventura, California. If any term or provision contained in this Limited Warranty is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining terms and provisions of this Limited Warranty shall not be impaired. This Limited Warranty shall not extend to anyone other than the original Purchaser of the Product(s) and shall be Purchaser's exclusive remedy. Each Purchaser acknowledges that this Limited Warranty will always be construed to be limited by its terms to the greatest extent as the law permits.

