

# Residential Limited Warranty



## 165 and 185 Series Power Transfer Switches

### General:

ASCO Power Technologies, LP products and systems are in our opinion the finest available. We take pride in our products and are pleased you have chosen them. Under certain circumstances we offer with our products the following Twenty Four Month Limited Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

### **TWENTY FOUR MONTH LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

### **ASCO PRODUCTS COVERED:**

**ASCO Series 165 and 185 Automatic Transfer Switch ("ATS")**

### **LIMITED WARRANTY:**

ASCO warrants that the ATS will be free from defects in material and workmanship and will conform to ASCO's standard specifications for the ATS for a period of eighteen (18) months from product purchase, but in no case to exceed twenty-one (24) months from the date of shipment from ASCO (the "Warranty Period"). This Limited Warranty is extended to the owner of the first structure in which the ATS is installed ("Owner") in the fifty United States or Canada. This Limited Warranty does not extend to subsequent owners of the structure during the Warranty Period.

### **WARRANTY COMPLIANCE CONDITIONS:**

The foregoing Limited Warranty is conditioned upon Owner's compliance with the following:

1. The ATS is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.
2. The ATS is maintained in accordance with ASCO instructions, and used under normal conditions for the purposes intended by ASCO.

The ASCO installation and maintenance instructions MUST be followed in order for this Limited Warranty to have effect. Instructions are included with the ATS in the original packaging at the time of shipment. If not available, you may obtain these instructions from Owner's local distributor or directly from ASCO by downloading or printing them from the ASCO website, by sending an email request to [ascopowerwarranty@emerson.com](mailto:ascopowerwarranty@emerson.com), or by contacting ASCO at the address provided herein.

### **EXCLUSIONS:**

This Limited Warranty does not cover damage or defects resulting from or in any way attributable to:

1. Installation by any individual other than an electrician licensed to perform electrical work in the state in which the ATS is installed.
2. Improper storage or handling of the ATS.
3. Installation of the ATS that is not in conformance with the requirements or codes of the state in which the product is installed.
4. Abuse, abnormal use or misuse, negligence, or exposure to the elements, water, or other corrosive liquids or gases.
5. Any alterations of the original manufactured product so as to adversely affect reliability, without prior written authorization from ASCO.
6. Malfunctions resulting from, or repairs necessitated by, use of the ASCO ATS for purposes other than that for which it was designed, or use in an application outside of the published rated performance capabilities of the ATS.
7. Natural events such as hurricanes, tornadoes, earthquakes, fire, flood, or act of God.

**DISCLAIMER OF IMPLIED WARRANTIES:**

THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY ARE THE EXCLUSIVE AND SOLE WARRANTIES GIVEN BY ASCO FOR THE ATS AND ARE IN LIEU OF ANY PRIOR, CONTRARY, OR ADDITIONAL EXPRESS WARRANTIES OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ALL IMPLIED WARRANTIES ARISING BY OPERATION OF LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR OWNER'S USE OR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS FOR THE CORRESPONDING EXPRESS WARRANTIES, ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**WHAT ASCO WILL PROVIDE IF THE ATS IS NON-CONFORMING:**

If during the Warranty Period, the ATS does not conform to the terms of this Limited Warranty, Owner must notify the licensed electrician, or dealer from whom the Owner purchased the ATS or who provided the initial ATS installation, or, if unavailable, an electrician licensed in the state in which the ATS is installed and maintained (each a "Supplier"). The Supplier shall, at Owner's cost, perform an evaluation of the ATS and determine the cause of the non-conformity.

If the Supplier determines the defect or non-conformity is covered under this Limited Warranty, the Supplier will attempt to remedy the defect or non-conformity so that the ATS conforms to this Limited Warranty. If the Owner purchased the ATS directly from ASCO, or the evaluation or remedy provided by the Supplier does not resolve the defect or non-conformity, the Supplier or Owner may contact ASCO under the guidelines below.

Within a reasonable period of time after notice, following confirmation that the defect or non-conformity is covered under this Limited Warranty, ASCO will, at its sole discretion, exclusive of costs of diagnostic procedures, shipping costs, or labor costs associated with removal and/or reinstallation of defective components, repair or replace the non-conforming component part(s) of the ATS so that it conforms with the terms of this Limited Warranty. If, after a reasonable number of attempts, ASCO is unable to repair or replace the non-conforming component part(s) so that the ATS conforms to the terms of this Limited Warranty, ASCO will, at its sole option, replace the ATS with a conforming substitute or refund to Owner the full amount of the purchase price. THESE REMEDIES ARE OWNER'S EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF THIS LIMITED WARRANTY.

**NOTIFICATION PROCEDURES:**

If the ATS does not conform to the terms of this Limited Warranty during the Warranty Period, Owner of the ATS or Owner's designated licensed electrician, contractor, or dealer must notify ASCO, in writing, within thirty (30) days after discovering the nonconformity. Claims made more than thirty (30) days after the last day of the Warranty Period will not be honored. The notice must describe the location and nature of the nonconformity. Owner must give ASCO a reasonable opportunity, at ASCO's option, to examine the claimed nonconformity before Owner engages a licensed electrician to undertake any repairs. In order to receive coverage under this Limited Warranty, Owner must present the original invoice, bill or other proof of the date of purchase. Coverage under this Limited Warranty is conditioned at all times upon Owner's compliance with these required notification procedures; Owner's failure to follow these procedures releases ASCO from its obligation to provide remedies under this Limited Warranty. Warranty claims must include Owner's and/or Supplier's contact information and should be mailed to:

ASCO POWER TECHNOLOGIES, L.P.  
Attn: Residential Warranty Claims  
50 Hanover Road  
Florham Park, NJ 07932

or sent via email to [customercare@asco.com](mailto:customercare@asco.com)

**DISCLAIMERS AND EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

No agent or representative of ASCO, nor any retailer or installer of the ATS, has any express or implied authority to make any representation promise, guarantee, or warranty not stated here.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

**Miscellaneous:**

NO SALESPERSON, EMPLOYEE OR AGENT OF ASCO IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this Warranty are conditioned upon ASCO's timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.