

# ASCO® RESIDENTIAL LIMITED WARRANTY

This Limited Warranty given by ASCO Power Technologies (“ASCO”) applies to ASCO Series 165 and 185 Automatic Transfer Switch (“ATS”) products.

## LIMITED WARRANTY

ASCO warrants to the owner of the first structure in which the ATS is installed (“Owner”) that for a period of eighteen months from the date of shipment from ASCO (the “Warranty Period”), the ATS will be free from defects in material and workmanship and will conform to ASCO’s standard specifications for the particular ATS model. ASCO further warrants to the Owner, subject to the Owner’s compliance with the conditions set forth below, that during the Warranty period, the ATS will not malfunction as a result of a manufacturing defect.

## 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 [customercare@asco.com](mailto:customercare@asco.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 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.

This Limited Warranty does not extend to subsequent owners of the structure during the Warranty Period.

## 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 IS 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 BUYER’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.

**ASCO** Power  
Technologies®

**381339-282 A**

50 Hanover Rd, Florham Park, NJ 07932-1591 USA  
For sales or service 1 800 800-2726 (ASCO)

[www.ascopower.com](http://www.ascopower.com)



## 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 reciprocal contact information and should be mailed to:

ASCO Power Technologies  
Attn: Residential Warranty Claims  
50-60 Hanover Road  
Florham Park, NJ 07932

or send an email request to [customer-care@asco.com](mailto:customer-care@asco.com)

## DISCLAIMERS AND EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ASCO BE LIABLE TO OWNER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY ECONOMIC LOSS, WHETHER RESULTING FROM NONPERFORMANCE, USE, MISUSE OR INABILITY TO USE THE ATS, DEFECTS, OR ASCO'S NEGLIGENCE.

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.

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