

## **Warranty Statement**

Seller warrants that all products furnished under a valid Order which are manufactured by Seller will conform to final specifications, drawings, samples and other written descriptions approved in writing by Seller, and will be free from defects in materials and workmanship. These warranties shall remain in effect for a period of twelve (12) months (1 year) after shipment to the Customer. If the Seller installs the equipment or supplies technical direction of installation by contract, said one year shall run from the completion of installation, provided installation is not unreasonably delayed. Parts replaced or repaired in the warranty period shall carry the unexpired portion of the original warranty. Seller agrees to make an extended warranty of up to forty-eight (48) months (4 years) available for purchase by the Customer.

### ***Scope:***

This warranty shall be exclusive of any and all other warranties express or implied and may be modified only by writing signed by any officer of the Seller. This warranty shall extend to the Customer, but to no one else. Accessories supplied by Seller but manufactured by others carry any warranty the manufacturers have made to Seller which can be passed on to the Customer. Customer has not relied and shall not rely on any oral representation regarding the product sold hereunder and any oral representation shall not bind Seller and shall not be part of any warranty.

### ***Liability:***

Products are not life and safety certified. In no event shall the Seller be liable for loss, damage, or expense directly or indirectly arising from the use of the units, or from any other cause, except as expressly stated. Seller makes no warranties, express or implied, including any warranty as to merchantability or fitness for a particular purpose or use. Seller is not liable for and Customer waives any right of action it has or may have against Seller for any consequential or special damages arising out of any breach of warranty, and for any damages Customer may claim for damage to any property or injury or death to any person arising out of its purchase or the use, operation, or maintenance of the product. Seller will not be liable for any labor subcontracted or performed by Customer for preparation of warranted item for return to Seller's factory or for preparation work for field repair or replacement. Invoicing of Seller for labor either performed or subcontracted by Customer will not be considered as a liability by the Seller.

The liability of Seller hereunder is limited to replacing or repairing at Seller's factory or on the job site at Seller's option, any part or parts which have been returned to the Seller and which are defective or do not conform to such specifications, drawings or other written descriptions; provided that such part or parts are returned by the Customer within ninety (90) days after such defect is discovered. Seller shall have the sole right to determine if the parts are to be repaired at the job site or whether they are to be returned to the factory for repair or replacement. All items returned to Seller for repair or replacement must be sent freight, prepaid to its factory. Customer must obtain Seller's Return Goods Authorization prior to returning items. The above conditions must be met if warranty is to be valid. Seller will not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication of the item, or for damage due to accident, abuse, or act of God.

### ***Infringement:***

Seller makes no warranty with respect to whether the products sold hereunder infringe any patent, U.S. or foreign, and Customer represents that any specially Ordered products do not infringe any patent. Customer agrees to indemnify and hold Seller harmless from any liability by virtue of any patent claims where Customer has ordered a product conforming to Customer's specifications, or conforming to Customer's specific design.

### ***Consignments:***

A unit placed on consignment and then later purchased will be warranted for twelve (12) months (1 year) from the time the Seller receives notification of the intent to purchase said consigned item. The foregoing in its entirety is subject to the provision that in no case will the total warranty period extend beyond 18 months (1 ½ years) from date Seller ships equipment from point of manufacture.

## **RLE Technologies**