

ENDISYS Warranty and Disclaimers

WARRANTY

EnDiSys warrants all equipment manufactured by it and bearing its name to be free from defects in material and workmanship on the date of sale by an authorized Endisys distributor to the original purchaser for use. As purchaser's sole remedy for breach of this warranty, EnDiSys will, for a period of twelve months or two thousand hours of operation for time of sale, repair or replace any part of the equipment proven defective. This warranty applies only when the equipment is installed, operated and maintained in accordance with EnDiSys's written recommendations.

This warranty does not cover, and EnDiSys shall not be liable for, any malfunctions, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident tampering, or substitution of non-EnDiSys component parts. Nor shall EnDiSys be liable for malfunction, damage or wear caused by the incompatibility with EnDiSys equipment of structures, accessories, equipment or materials not supplied by EnDiSys, or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by EnDiSys.

This warranty is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized EnDiSys distributor for verification of the claim. If the claimed defect is verified, EnDiSys will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser transportation prepaid. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labor and transportation.

DISCLAIMERS AND LIMITATIONS

The terms of this warranty constitute purchaser's sole and exclusive remedy and are in lieu of any other warranties (express or implied), including warranty of merchantability or warranty of fitness for a particular purpose, and of any non-contractual liabilities, including production liabilities, based on negligence or strict liability. Every form of liability for direct, special or consequential damages or loss is expressly excluded and denied. In no case shall EnDiSys's liability exceed the amount of the purchase price. Any action for breach of warranty must be brought within two (2) years of the date of sale.

EQUIPMENT NOT COVERED BY ENDISYS WARRANTY

EnDiSys makes no warranty, and disclaims all implied warranties of merchantability and fitness for a particular purpose, with respect to accessories, equipment, materials, or components sold but not manufactured by EnDiSys. These items sold, but not manufactured by EnDiSys (such as electric motors, switches, hose, etc.) are subject to the warranty, if any, of their manufacturer. EnDiSys will provide purchaser with reasonable assistance in making any claim for breach of these warranties.