

## **Limited Warranty:**

Vendor warrants to Deal-er and to the final purchaser that all new Products will be free, under normal use and service, from defects in workmanship or materials (cuts, scratches, normal wear and tear excepted), provided that any allegedly defec-tive Product has not been (i) altered, misused, neglected, tampered or damaged through causes unconnected with its manufacture, cleaned with wrong cleaning methods or wrong cleaning products, or damaged by impacts or accidents (ii) improperly installed or assembled, or dam-aged during installation. (iii) repaired for warranty defects by anyone other than Vendor or its authorized service providers, (iv) used in violation of operating instructions or (v) placed outdoors or in a humid environment or used for non-domestic purposes (unless otherwise stated). With-out limiting the generality of the foregoing, this Limited Warranty does not cover the following: (i) Product failure caused by faulty power supplies, overheating caused by improper installation, (ii) failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power) (iii) Products which have been mod-ified or have had the serial number altered, defaced or rendered illegible and (iv) Product is left operating in conditions/requirements other than those mentioned in respective Product brochures or user manuals. This Limited Warranty shall terminate upon the expiration of ONE (1) YEAR from the date of purchase. This Limited Warranty is not transferable and shall not extend to anyone other than Dealer and the final buyer.

## **Warranty Service:**

In the event that a defect in a Product is found within the terms of this Limited Warranty, Vendor will have the right, at its exclusive option, to either repair the Product or replace the Product with a new or comparable Product. Replacement of defective parts or components of the system does not extend the Limited Warranty period on Product neither on spare parts. Vendor reserves the right to request allegedly defective parts be returned for inspection with cost incurred to return such parts borne by Dealer, as applicable.

## Disclaimer of Other Warranties and Limitation Liabilities/Remedies:

Except as expressly warranted in this limited warranty, to the maximum extent allowed by local law, vendor hereby disclaims any statutory and implied warranty and any remedy applicable to Products which but for the warranty contained herein might arise by implication or operation of law, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose and satisfactory quality. Vendor assumes no responsibility that the Products will be fit for any particular purpose for which the Dealer may be buying these Products. The sole obligation and liability of vendor and it's Affiliates and Dealer's sole and exclusive remedy, in connection with a Product or its use or application, whether based on warranty, contract, tort (including negligence) or any other legal theory, shall be strictly limited at Vendor's option to repair or replacement of the Product with exclusion of any special, consequential, incidental or exemplary damages arising out of or in any way connected with the products or otherwise, nor for any damages (whether direct or consequential) for lost profits, loss of the products or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, lost data, injury to property or any damages or sums paid by Dealer to third parties. With out prejudice to the above, the Vendor's liability shall not, in any event, exceed the price allocable to the Product or service which give rise to the claim, loss or damage.