

## PRODUCT WARRANTY / **TERMS & CONDITIONS**







Product Inspection Units = 1 Year

A&D Engineering, Inc. ("A&D") warrants each product to be free from defects in materials and workmanship, and to be in substantial compliance with the operational features of its published product specifications under normal use and service for the period listed above commencing from the date of purchase.

The foregoing warranty is extended only to the first purchaser and applies only to product failures due to defective materials and/or workmanship. Without limiting the generality of the foregoing, the foregoing warranty will not apply if, upon inspection, it is found that the failure arose out of (i) accident, theft, misuse, or neglect; (ii) use outside of normal operating conditions or specifications or for a purpose for which the product was not designed; (iii) placement in an improper environment; (iv) repair or modification by unauthorized personnel; (v) improper installation or adjustment; or (vi) acts of God, electrical power surges, or other causes external to the product.

The sole and exclusive remedy in the event of any breach of the foregoing warranty shall be for the original purchaser to return the product to A&D, freight and insurance prepaid, for repair, replacement or credit, at A&D's option. Any product repaired or replaced under the foregoing warranty shall be shipped back to customer freight prepaid.

EXCEPT AS PROVIDED ABOVE, A&D MAKES NO WARRANTY CONCERNING THE PRODUCTS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT WILL A&D'S LIABILITY UNDER THE FOREGOING WARRANTY EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE LIABILITY.

IN NO EVENT SHALL A&D OR ITS SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR ANY LOSS, INCONVENIENCE, OR DAMAGE, INCLUDING WITHOUT LIMITATION DIRECT, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST BUSINESS, LOST PROFITS, LOSS OF USE OR LOSS OF OR DAMAGE TO DATA, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, EVEN IF A&D HAS BEEN ADVISEDOF THE POSSIBILITY OF SUCH INCONVENIENCE, DAMAGE OR LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE MATERIAL PARTS OF THE BARGAIN BETWEEN THE PARTIES.

Liability to third parties for bodily injury, including death, resulting from the Product or its use shall not be affected by the foregoing liability limitations.

## **Terms and Conditions:**

- · All prices are FCA; San Jose, California or Duluth, Georgia.
- Suggested list prices, terms and specifications are subject to change without notice.

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