

## **Ninety-Day Limited Warranty**

MagTek warrants that the products sold pursuant to this Agreement will perform in accordance with MagTek's published specifications. This warranty shall be provided only for a period of ninety-days (90) from the date of the shipment of the product from MagTek (the "Warranty Period"). This warranty shall apply only to the "Buyer" (the original purchaser, unless that entity resells the product as authorized by MagTek, in which event this warranty shall apply only to the first repurchaser).

During the Warranty Period, should this product fail to conform to MagTek's specifications, MagTek will, at its option, repair or replace this product at no additional charge except as set forth below. Repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of MagTek. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, negligence, or modification of the product not authorized by MagTek. MagTek reserves the right to examine the alleged defective goods to determine whether the warranty is applicable.

Without limiting the generality of the foregoing, MagTek specifically disclaims any liability or warranty for goods resold in other than MagTek's original packages, and for goods modified, altered, or treated without authorization by MagTek.

Service may be obtained by delivering the product during the warranty period to MagTek (1710 Apollo Court, Seal Beach, CA 90740). If this product is delivered by mail or by an equivalent shipping carrier, the customer agrees to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the warranty service location, and to use the original shipping container or equivalent. MagTek will return the product, prepaid, via a three (3) day shipping service. A Return Material Authorization ("RMA") number must accompany all returns. Buyers may obtain an RMA number by contacting Technical Support at (888) 624-8350.

**EACH BUYER UNDERSTANDS THAT THIS MAGTEK PRODUCT IS OFFERED AS IS. MAGTEK MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAGTEK DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IF THIS PRODUCT DOES NOT CONFORM TO MAGTEK'S SPECIFICATIONS, THE SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. MAGTEK'S LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO MAGTEK UNDER THIS AGREEMENT. IN NO EVENT WILL MAGTEK BE LIABLE TO THE BUYER FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, SUCH PRODUCT, EVEN IF MAGTEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.**

## **LIMITATION ON LIABILITY**

EXCEPT AS PROVIDED IN THE SECTIONS RELATING TO MAGTEK'S LIMITED WARRANTY, MAGTEK'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE CONTRACT PRICE OF THIS PRODUCT.

MAGTEK MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESSED OR IMPLIED, EXCEPT AS MAY BE STATED IN THIS AGREEMENT, AND MAGTEK DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MAGTEK SHALL NOT BE LIABLE FOR CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PERSONS OR PROPERTY. MAGTEK FURTHER LIMITS ITS LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCT, INCLUDING ANY NEGLIGENCE ON ITS PART, TO THE CONTRACT PRICE FOR THE GOODS.

MAGTEK'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDIES ARE STATED IN THIS SECTION AND IN THE SECTION RELATING TO MAGTEK'S LIMITED WARRANTY.