



Warranty

9. LIMITED WARRANTY.

(a) Company's Standard Limited Warranty(ies) relating to Products or Services are applicable to this Agreement. The limited warranty(ies) are (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer.

(b)(i) In the event that certain Product warranties are not attached to this Agreement or separately furnished, Company warrants only to Customer that Products will be free from defects in material and workmanship for a period of 12 months from the date of shipment of the Products. Company's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective Products. (ii) The provisions of this limited Product warranty do not apply to Products: (A) used for the purposes for which they are not designed or intended; (B) which have been repaired or altered without Company's prior written consent; (C) which have been subjected to misuse, abuse, negligence, or accident; (D) which have been improperly stored, installed, maintained, or operated; (E) which have been used in violation of written instructions provided by Company to Customer; (F) which have subjected to improper temperature, humidity, or (H) which, based on Company's examination, do not disclose to Company's satisfaction nonconformance to the warranty.

(c)(i) In the event that certain Service warranties are not attached to this Agreement or separately furnished, Company warrants only to Customer that the Services will be free from defects in material and workmanship for a period of 6 months from the date of completion of the particular items of Service. Company's sole obligation under this warranty is limited to repairing or reperformance, at its option, of the Service; provided however, if repair or reperformance is either impractical or impossible, the Company will refund to Customer that portion of the price paid to the Company for the defective item of Service. This warranty only applies if the company is given written notice of the defect or nonconformance by the Customer within 30 days of discovery. (ii) The provisions of this limited Service warranty does not apply to any defects or issues with the design or performance of equipment or products not manufactured by Company, nor does it apply to any code compliance or permit requirements for the assembly, installation, erection, or construction of any goods.

(d) NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The following costs and expenses are not covered by the provisions of these limited warranties: (i) labor costs for the removal and reinstallation of Products or other manufacturer's products; (ii) shipping and freight expenses required to return Products to Company; (iii) normal maintenance; and (iv) economic losses. In addition, the provisions of this warranty are not applicable to anything other than defects in Company's material (products only) or workmanship.