

Alemite Corporation
International (non-NAFTA)
Warranty Policy
(Effective May 1, 2003)

Alemite warrants its products to be free from defects in material and workmanship on the date of sale by Alemite, or its duly authorized distributor, to the original purchaser of said products. This warranty cannot be transferred or assigned by the original purchaser. Alemite will, for a period of eighteen (18) months from the date of invoice or twelve (12) months from the date of installation, whichever comes first, repair or replace any product determined by Alemite to be defective. This warranty applies only when the products are installed, operated and maintained in accordance with Alemite's written recommendations.

THIS WARRANTY DOES NOT COVER, AND ALEMITE SHALL NOT BE LIABLE FOR GENERAL WEAR AND TEAR, OR ANY MALFUNCTION, DAMAGE OR WEAR CAUSED BY THE FOLLOWING: ABUSE, FAULTY INSTALLATION, MISAPPLICATION, CORROSION, INADEQUATE OR IMPROPER MAINTENANCE, NEGLIGENCE, ACCIDENT, TAMPERING, SUBSTITUTION OF NON-ALEMITE COMPONENT PARTS OR INCOMPATIBILITY OF ALEMITE COMPONENTS WITH EQUIPMENT, ACCESSORIES OR MATERIALS NOT SUPPLIED BY ALEMITE, OR THE IMPROPER DESIGN, MANUFACTURE, INSTALLATION OR MAINTENANCE OF SAME.

This warranty is conditioned upon the prepaid return of product claimed to be defective to Alemite. If the claimed defect is verified, Alemite will issue credit for freight to the sender and repair or replace free of charge any defective parts. The repaired or replacement parts will be returned to the original purchaser freight prepaid. If Alemite inspection fails to verify the claimed defect in material or workmanship, repairs or replacement will be made at the expense of the original purchaser.

THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NO IMPLIED WARRANTIES WILL ARISE FROM OR BE MODIFIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE BETWEEN ALEMITE AND THE ORIGINAL PURCHASER.

Alemite's sole obligation and the original purchaser's sole remedy for any breach of warranty shall be as set in this Warranty Policy. The original purchaser agrees that no other remedy (including, but not limited to, incidental, consequential, direct, indirect or special damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. Any action for breach of warranty must be brought within two (2) years of the date of sale to the original purchaser.

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