



## **Mountain View, November-2018**

### **Lauritzen Warranty and Warranty Period**

Lauritzen's warranty obligations are limited to the terms set forth as follows: Lauritzen, Inc. ("Lauritzen") warrants their products to be free from defects in material and workmanship under normal and intended use for a period of 1 year from the shipment date of the product. The warranty period is automatically extended if product monitoring is subscribed and current. See ***Monitoring and Remote Control of Lauritzen Controllers*** document for monitoring details. If a defect exists, at its option Lauritzen will either

- 1) repair the product at no charge using new or refurbished parts
- 2) exchange the product with a product that is new, or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product
- 3) refund the purchase price of the product

A replacement product/part assumes the remaining warranty of the original product. When a product or part is exchanged, any replacement item becomes Customer's property and the replaced item becomes Lauritzen's property. When a refund is given, Customer's product becomes Lauritzen's property.

### **WARRANTY SERVICE**

To request warranty service, contact Lauritzen for more information regarding customer support for Customer's equipment. Once Lauritzen determines that a repair or replacement is required, Lauritzen will issue a Return Order Number to use when returning product to Lauritzen. Product returned to Lauritzen must be properly packaged equivalent to the original packaging and sent, with the postage charges prepaid via a shipping method that provides for tracking of Customer's package, to the address provided when Customer received Customer Return Order Number.

### **What Lauritzen's Limited Warranty Does Not Cover**

Lauritzen offer this limited warranty only when the product is used by the original end-user Customer for which the equipment was purchased. Lauritzen offers no other warranty. Additionally, while Lauritzen's warranty is excellent, there are other limits to it. Lauritzen offers NO WARRANTY in cases of damage in transit, inadequate care or neglect, abuse, abnormal use, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, including lightning, failure to follow product instructions, immersion in water (except for products specifically identified by us in writing as intended for water use), battery leakage or improper installation, improper



storage or maintenance of the products, or improper service or causes not arising out of defects in materials and workmanship.

### **Disclaimer of Other Warranties**

THE LIMITED WARRANTIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT ARE IN LIEU OF AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS LIMITED WARRANTY STATEMENT.

### **Limitation of Liability**

LAURITZEN'S TOTAL LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE ACTUAL AMOUNTS PAID TO LAURITZEN BY CUSTOMER FOR LAURITZEN'S PRODUCTS GIVING RISE TO THE LIABILITY. IN NO EVENT WILL LAURITZEN BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY LAURITZEN PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LAURITZEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS LIMITED WARRANTY STATEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

### **State Variations**

This warranty gives Customer specific legal rights, and Customer may also have other rights which vary based on state, province or country.

### **Contact Us**

If you have a warranty claim or request, or any customer care questions, please contact us:



Lauritzen Inc: 650-938-0353 or via the web: [www.lauritzen.biz/support.html](http://www.lauritzen.biz/support.html)