

Warranty

Warranty: The Company warrants that the product manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period as follows: (1) exit devices and trim for 24 months from the date of shipment; and (2) electrified exit devices and other electrified products for 12 months from the date of placing the product in operation or 18 months from the date of shipment, whichever shall first occur. The Purchaser shall be obligated to promptly report any failure to conform to this limited warranty, in writing, to the Company within said limited warranty period, whereupon the Company shall, at its option, correct such nonconformity, by suitable repair to such product or, furnish a replacement part F.O.B. point of shipment; provided the Purchaser has stored, installed, maintained and operated such product in accordance with good industry practices and has complied with specific recommendations of the Company. Accessories or product furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser. The Company shall not be liable for any repairs, replacements, or adjustments to the Product or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from this limited warranty. Performance warranties are limited to those specifically stated within the Company's proposal. Unless responsibility for meeting such performance warranties are limited to specified shop or field tests, the Company's obligation shall be to correct in the manner and for the period of time provided above.

The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. No agent, representative, dealer, or employee of Company has the authority to increase or alter the obligations of this limited warranty.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

The Purchaser shall not operate product which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of product will be at the Purchaser's sole risk and liability and will not be covered by this limited warranty.

Limitation of Liability: *The remedies of the Purchaser set forth herein are exclusive, and the total liability of the Company with respect to this contract or the Equipment and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Equipment upon which such liability is based.*

The Company and its suppliers shall in no event be liable to the Purchaser, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the Equipment hereunder, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment or other goods, loss by reason of shutdown or non-operation, increased expenses or operation, cost of purchase of replacement power or claims of purchaser or customers of Purchaser for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

Nuclear Liability: In the event that the product sold hereunder is to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in which or in part to the negligence or otherwise of the Company or its suppliers.

Governing Law: The rights and obligations of the parties shall be governed by the laws of the State of New Jersey excluding any conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

Execution: The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract, when so approved shall supersede all previous communication, either oral or written.

Questions? Call: 1-877-243-4830 / FAX: 1-877-793-6177

Call **IRFASTTRACK** for 24-hour/5-day product availability. 1-866-ICALLIR (1-866-422-5547)

Prices subject to change without notice