

WARRANTY

1. TIME AND SCOPE OF WARRANTY:

- 1.1. Clary Corporation hereby warrants parts shipped under this Agreement to be free from defective workmanship for a period of 2 years following date of shipment. Accidental damage, misuse or normal wear and tear shall not be construed as a defect.
- 1.2. The date of shipment as used herein will be the date on the Bill of Lading. If no Bill of Lading is issued the date of shipment shall be shown on seller's shipping document.
- 1.3. No provision of this warranty shall cover equipment that has been altered or modified from the original specifications to which it was manufactured unless authorized in writing.
- 1.4. No provision of this warranty shall cover batteries. However, battery manufacturer's warranties will be passed through to the customer whenever applicable.

2. LIMITS OF "IN WARRANTY" SERVICE LIABILITY:

- 2.1. Clary is obligated during the in-warranty period to provide service and/or adjustments to equipment returned to the factory at the expense of buyer (the term "factory" as used here-in shall also include any field service centers which may be established by Clary) and to repair or replace any part(s) thereof which in the opinion of authorized Clary personnel are found to have been defective.
- 2.2. Equipment requiring in-warranty services must be returned to the factory with all transportation charges prepaid, clearly tagged, and stating the nature of the trouble experienced, and the disposition of the equipment after repair. The equipment will be returned collect by Clary to the location specified via the best, least expensive carrier available or via customer's shipping instructions.
- 2.3. The nature of certain equipment installations may be such that it would be impractical or technically infeasible to remove the Clary portion of the equipment from the customer's premises to the Clary factory. In such cases, and at the request of the buyer, Clary will perform such service as can be satisfactorily rendered at buyer's location. The buyer will be charged only for travel expenses incidental to the service call, provided that the warranty is applicable.
- 2.4. During the in-warranty period, no service charges shall be payable by the buyer for service performed other than for service necessitated by accident, misuse, theft, abnormal line or source voltage fluctuations, abnormal conditions of operation, damage by the elements or damage resulting from adjustments, repairs, modifications made by other than Clary Authorized personnel, or the buyer's failure to reasonably maintain the equipment.
- 2.5. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN. IN NO EVENT WILL SELLER BE LIABLE FOR COLLATERAL OR CONSEQUENTIAL DAMAGES.** No person is authorized to assume in behalf of Clary any obligation or liability in connection with the sale, warranty or service policy of any products manufactured and/or marketed by Clary Corporation beyond the warranty description on the face hereof.

3. Clary Corporation reserves the right to make changes, additions, and/or improvements in its products without incurring any obligation to install them on its products previously sold.