



Powering Business Worldwide

## CELLWATCH LIMITED WARRANTY

The Supplier agrees, subject to the terms of this Limited Warranty, to correct any defects in materials or workmanship in any product covered by this Limited Warranty which occurs during its prescribed use and is reported to the Supplier in writing during the period of one (1) year from the date such product is first placed in service, or eighteen months (18) from the date of its shipment by the Supplier, whichever occurs first. The Supplier's obligation hereunder shall be to provide, on an exchange basis, the part or parts necessary to correct any defect covered by this Limited Warranty. The Supplier will pay approved surface transportation charges for delivery of replacement parts to the product location, but shall not be liable for any other expenses. No product shall be returned to the Supplier for replacement or analysis under or outside the terms of this Limited Warranty without a Return Material Authorization (RMA) number being first obtained from the Supplier which shall be clearly marked on the returned product. The Supplier shall evaluate all returned material. In the event the product fails to meet published specifications due to a defect in materials covered by this Limited Warranty, Supplier, at its discretion, shall: a) repair the product, b) replace the product or c) provide a credit. Any product, parts or materials included in the product and not manufactured by Supplier are warranted solely by the manufacturer of such product. Batteries are not warranted by Supplier. This Limited Warranty shall not apply if batteries monitored by Cellwatch are replaced by an entity not authorized by Supplier.

*If, upon the inspection of any product to which this Limited Warranty applies, the Supplier determines that a claimed defect was not due to its workmanship or materials, the Supplier will proceed to repair and service the product at user's expense and approval.*

**LIMITATION OF LIABILITY:** In no event shall Supplier be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. Supplier shall not be responsible for failure to provide service or parts due to causes beyond Supplier's reasonable control. In no case will Supplier's liability under this Limited Warranty exceed the replacement value of the warranted items.

**USER'S OBLIGATIONS:** In order to receive the benefits of this Limited Warranty, the user must use the product in the prescribed way; follow the product's operators and maintenance manuals (if any); and protect against further damage to the product if there is a covered defect.

**OTHER LIMITATIONS:** Supplier's obligations under this Limited Warranty are expressly conditioned upon receipt by Supplier of all payments due to it (including interest charges, if any). During such time as Supplier has not received payment of any amount due to it for the product, in accordance with the contract terms under which the product is sold, Supplier shall have no obligation under this Limited Warranty. Also during such time, the period of this Limited Warranty shall continue to run and the expiration of this Limited Warranty shall not be extended upon payment of any overdue or unpaid amounts.

THIS LIMITED WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED SHALL CONSTITUTE SUPPLIER'S SOLE LIABILITY AND USER'S EXCLUSIVE REMEDY FOR FAILURE OF SUPPLIER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

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