

## **RLE Technologies Product Warranty**

Seller warrants to the Ultimate Purchaser (the purchaser who buys for use and not for resale) that all products furnished under this order and which are manufactured by Seller will conform to final specifications, drawings, samples and other written descriptions approved in writing by Seller, and will be free from defects in materials and workmanship. These warranties shall remain in effect for a period of twelve (12) months after shipment. If the Seller installs the equipment or supplies technical direction of installation by contract, said one year shall run from the completion of installation, provided installation is not unreasonably delayed by Ultimate Purchaser. Parts replaced or repaired in the warranty period shall carry the unexpired portion of the original warranty. A unit placed with the purchaser on consignment and then later purchased will be warranted for twelve (12) months from the time the Seller receives notification of the Purchaser's intent to purchase said consigned item. The foregoing is in its entirety is subject to the provision that in no case will the total warranty period extend beyond 18 months from date Seller ships equipment from point of manufacture.

Products are NOT life and safety certified. In no event shall the Seller be liable for loss, damage, or expense directly or indirectly arising from the use of the units, or from any other cause, except as expressly stated in this warranty. Seller makes no warranties, express or implied, including any warranty as to merchantability or fitness for a particular purpose or use. Seller is not liable for and Purchaser waives any right of action it has or may have against Seller for any consequential or special damages arising out of any breach of warranty, and for any damages Purchaser may claim for damage to any property or injury or death to any person arising out of its purchase or the use, operation, or maintenance of the product. Seller will not be liable for any labor subcontracted or performed by Purchaser for preparation of warranted item for return to Seller's factory or for preparation work for field repair or replacement. Invoicing of Seller for labor either performed or subcontracted by Purchaser will not be considered as a liability by the Seller.

The liability of Seller hereunder is limited to replacing or repairing at Seller's factory or on the job site at Seller's option, any part or parts which have been returned to the Seller and which are defective or do not conform to such specifications, drawings or other written descriptions; provided that such part or parts are returned by the Ultimate Purchaser within ninety (90) days after such defect is discovered. The Seller shall have the sole right to determine if the parts are to be repaired at the job site or whether they are to be returned to the factory for repair or replacement. All items returned to Seller for repair or replacement must be sent freight, prepaid to its factory. Purchaser must obtain Seller's Return Goods Authorization prior to returning items. The above conditions must be met if warranty is to be valid. Seller will not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication of the item, or for damage due to accident, abuse, or act of God.

This warranty shall be exclusive of any and all other warranties express or implied and may be modified only by writing signed by any officer of the Seller. This warranty shall extend to the Ultimate Purchaser but to no one else. Accessories supplied by Seller but manufactured by others carry any warranty the manufacturers have made to Seller and which can be passed on to the Ultimate Purchaser.

Seller makes no warranty with respect to whether the products sold hereunder infringe any patent, U.S. or foreign, and Purchaser represents that any specially ordered products do not infringe any patent. Purchaser agrees to indemnify and hold Seller harmless from any liability by virtue of any patent claims where Purchaser has ordered a product conforming to Purchaser's specifications, or conforming to Purchaser's specific design.

Purchaser has not relied and shall not rely on any oral representation regarding the Product sold hereunder and any oral representation shall not bind Seller and shall not be part of any warranty.