

# Warranty

Smith-Root, Inc. original products have a 1-Year Limited Warranty.

## SMITH-ROOT, INC. Length of Ownership Limited Warranty

Smith-Root, Inc. warrants that its Products are free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

1. The limited warranty for the Product extends for the length of ownership beginning on the date of the purchase of the Product by the original purchaser (“Consumer”) of the Product and is not assignable or transferable to any subsequent purchaser or user.
2. The limited warranty extends only to Consumers who purchase the Product from Smith-Root, Inc. or an authorized distributor.
3. During the 1-year limited warranty period, Smith-Root, Inc. will repair, or replace, at Smith-Root, Inc.’s sole option, any defective parts, or any parts that will not properly operate for their intended use with new or refurbished replacement items if such repair or replacement is needed because of product malfunction or failure during normal usage. No charge will be made to the Consumer for any such parts. Smith-Root, Inc. will also pay for the labor charges incurred by Smith-Root, Inc. in repairing or replacing the defective parts. The limited warranty does not cover defects in appearance, cosmetic, labels or structural items, including framing, and any non-operative parts. Smith-Root, Inc.’s limit of liability under the limited warranty shall be the actual cash value of the Product at the time the Consumer returns the Product for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. Smith-Root, Inc. shall not be liable for any other losses or damages. These remedies are the Consumer’s exclusive remedies for breach of warranty.
4. Upon request from Smith-Root, Inc., the Consumer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
5. The Consumer shall bear the cost of shipping the Product to Smith-Root, Inc. Smith-Root, Inc. shall bear the cost of shipping the Product back to the Consumer after the completion of service under this limited warranty.
6. The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
  - a) The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Smith-Root, Inc., including damage caused by shipping.
  - b) The product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightening, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, or damage caused by the connection to other products not recommended for interconnection by Smith-Root, Inc.
  - c) Smith-Root, Inc. was not advised in writing by the Consumer of the alleged defect or malfunction of the Product within fifteen (15) days after the expiration of the applicable limited warranty period.
  - d) The Product serial number plate or the accessory data code has been removed, defaced or altered.
7. If a problem develops during the limited warranty period, the Consumer shall take the following step-by-step procedure:
  - a) The Consumer shall return the Product to Smith-Root, Inc. for repair or replacement processing.
  - b) The Consumer contacts the Customer Service Department at Smith-Root, Inc., at the number listed on the bottom of this page, for repair or replacement processing.

- c) The Consumer shall ship the Product prepaid and insured. Expenses related to removing the Product from an installation are not covered under this limited warranty.
- d) The Consumer will be billed for any parts or labor charges not covered by this limited warranty. The Consumer will be responsible for any expenses related to reinstallation of the Product.
- e) Smith-Root, Inc. will repair the Product under the limited warranty within 30 days after receipt of the Product. If Smith-Root, Inc. cannot perform repairs covered under this limited warranty within 30 days, or after a reasonable number of attempts to repair the same defect, Smith-Root, Inc. at its sole option, will provide a replacement Product or refund the purchase price of the Product less a reasonable amount for usage.
- f) If the Product is returned during the limited warranty period, but the problem with the Product is not covered under the terms and conditions of this limited warranty, the Consumer will be notified and given an estimate of the charges the Consumer must pay to have the Product repaired, with all shipping charges billed to the Consumer. If the estimate is refused, the Product will be returned freight collect. If the Product is returned after the expiration of the limited warranty period, Smith-Root, Inc.'s normal service policies shall apply and the Consumer will be responsible for all shipping charges.
8. The Product consists of newly assembled equipment that may contain used components that have been reprocessed to allow machine compliance with Product performance and reliability specifications.
9. ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL BE LIMITED TO THE DURATION OF THE FOREGOING LIMITED WRITTEN WARRANTY. OTHERWISE, THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SMITH-ROOT, INC. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SMITH-ROOT, INC. KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. SMITH-ROOT, INC. SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED.
10. Some states do not allow limitation of how long an implied warranty lasts, so the above warranty limitation may not apply to you (the Consumer). Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may also have other rights which vary from state to state.
11. Smith-Root, Inc. neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.
12. This is the entire warranty between the Smith-Root, Inc. and the Consumer, and supercedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.
13. This limited warranty allocates the risk of failure of the Product between the Consumer and Smith-Root, Inc. The allocation is recognized by the Consumer and is reflected in the purchase price.
14. Questions concerning this limited warranty may be directed to: Smith-Root, Inc.

\*Smith-Root, Inc. is a registered trademark of Smith-Root, Inc.