

## **SYN-FAB® NEW PRODUCT WARRANTY**

(a) Limited Express Warranty of Manufacturer. **SYN-FAB®**, the Manufacturer, hereby expressly warrants that all products, manufactured by the Manufacturer, sold pursuant to this Agreement are warranted and guaranteed to be free from defects in materials and /or workmanship for a period of **(two calendar years) 2 years** from the date of shipment by the Manufacturer, provided that such defects are discovered within said two years period and the Manufacturer is given written notice of such discovery.

### **THE MANUFACTURER MAKES NO OTHER EXPRESS WARRANTY FOR ANY PRODUCT SOLD PURSUANT TO THIS AGREEMENT**

(b) Definition of Defect. The term "defect" or "defective" as used in sub-paragraph (a) of this paragraph shall in no event include breakage or excessive wear caused by abuse, neglect, loss of air, excessive heat, welding arcs, exposure to oil and water, improper installation, accident, alteration, overloading or normal wear and tear of the product. **DAMAGE DUE TO DIRTY, WET, OR OILY PURGE AIR IS NOT COVERED UNDER WARRANTY.**

(c) Sole Remedy. The sold remedy for breach of the warranty shall be the replacement or repair of such product by the Manufacturer without further charge to the Customer. In order to avail itself to the remedy, the Customer must return the defective product or part thereof to the Manufacturer, freight or parcel post prepaid by the Customer, unless authorized otherwise in writing by the Manufacturer. The returned defective product shall be accompanied by the Customer's name, address, telephone number, system part number and brief description of the defect. The Manufacturer shall return the replacement/repaired part to the customer, FOB Manufacturer's plant, as requested by the customer. The Manufacturer shall have the exclusive right to determine whether the product or part returned to it is defective in material or workmanship and entitled to replacement or repair within the meaning of and pursuant to the terms of this paragraph.

### **ALL ON SITE WORK WILL BE PERFORMED, UPON RECEIPT OF PURCHASE ORDER, AT THE RATES QUOTED ON THE ATTACHED INSTALLATION AND SERVICE RATES SHEET**

(d) Disclaimer of Implied Warranties. Except as otherwise provided ALL PRODUCTS MANUFACTURED BY THE MANUFACTURER AND SOLD PURSUANT TO THIS AGREEMENT ARE SOLD "AS IS" AND "WITH ALL FAULTS". THE MANUFACTURER DOES NOT WARRANT THAT THE SAID PRODUCTS ARE MERCHANTABLE OR FOR ANY PARTICULAR PURPOSE. Any performance guarantee must be separate and signed by the parties involved.

(e) In no event shall the manufacturer be liable for incidental or consequential damages arising from any defective conditions of a product, or a part thereof, manufactured or sold by the Manufacturer.

(f) Products, equipment and parts sold pursuant to this Agreement which have not been manufactured in whole or in part by the Manufacturer are warranted, if at all, in accordance with the warranties and guarantees of the manufacturer of such product, equipment or part. THE MANUFACTURER MAKES NO EXPRESSED OR IMPLIED WARRANTY, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR SUCH PRODUCT.

(g) Expendable maintenance related items such as air filter elements, gaskets, connectors, lens windows, and vidicon tubes are not covered by this warranty.

**SYN-FAB® INC.**

**HIGH TEMPERATURE & INDUSTRIAL PROCESS MONITORING SYSTEMS**

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