

## Warranty Information

This equipment is sold by CONTROLS CORPORATION OF AMERICA under the warranties set forth in the following paragraphs. Such warranties are extended only with respect to the purchase of this equipment directly from CONTROLS CORPORATION OF AMERICA or its Authorized Distributors as new merchandise and are extended to the first Buyer thereof other than for the purpose of resale.

For a period of one (1) year from the date of original delivery (90 days in corrosive service) to Buyer or to Buyer's order, this equipment is warranted to be free from functional defects in materials and workmanship and to conform to the description of this equipment contained in this manual and any accompanying labels and/or inserts, provided that the same is properly operated under conditions of normal use and that regular periodic maintenance and service is performed or replacements made in accordance with the instructions provided. The foregoing warranties shall not apply if the equipment has been repaired: other than by CONTROLS CORPORATION OF AMERICA or a designated service facility or in accordance with written instructions provided by CONTROLS CORPORATION OF AMERICA, or altered by anyone other than CONTROLS CORPORATION OF AMERICA, or if the equipment has been subject to abuse, misuse, negligence or accident.

CONTROLS CORPORATION OF AMERICA's sole and exclusive obligation and Buyer's sole and exclusive remedy under the above warranties is limited to repairing or replacing, free of charge, at CONTROLS CORPORATION OF AMERICA's option, the equipment or part, which is reported to its Authorized Distributor from whom purchased, and which if so advised, is returned with a statement of the observed deficiency, and proof of purchase of equipment or part not later than seven (7) days after the expiration date of the applicable warranty, to the nearest designated service facility during normal business hours, transportation charges prepaid, and which upon examination, is found not to comply with the above warranties. Return trip transportation charges for the equipment or part shall be paid by Buyer.

CONTROLS CORPORATION OF AMERICA SHALL NOT BE OTHERWISE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO: INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, WHETHER SUCH DAMAGES RESULT FROM NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE.

THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE WARRANTIES HEREINABOVE SET FORTH. CONTROLS CORPORATION OF AMERICA MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR PARTS THEREOF.

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