



Limited Product Warranty

FOR-A Corporation of America (FOR-A) warrants products bearing its name or logo (Products) against defects in materials or workmanship as follows:

For a period of one year from the date of purchase of a new Product (not previously used and refurbished), FOR-A will, at no charge, repair that Product and provide new or refurbished replacement parts for any problem determined by FOR-A to have resulted from such a defect. Used and refurbished products sold by FOR-A are not covered by this warranty but may have a separate one.

Notification of Claims: If Claimant believes that a Product has a problem that may be covered by this warranty, they must give FOR-A written notice with an explanation of the problem and make a claim for warranty service within the warranty period.

Shipping: Upon receipt of this notice, FOR-A will provide Claimant with an authorization to return the Product and Claimant must either ship it, freight prepaid, or deliver it at no charge to FOR-A, to a FOR-A Service Center or service facility otherwise identified by FOR-A in the authorization to return. The Product must be returned by Claimant in either its original packaging or in packaging offering an equal amount of protection and Claimant will be responsible for any loss or damage that occurs to the Product until its receipt by FOR-A. FOR-A will return the warranty serviced Product to the Claimant, freight prepaid by standard ground shipment, to a location in the United States of America.

If Not Covered: Upon receipt of the Product, FOR-A will inspect it. If FOR-A determines that the reported problem is not covered by this warranty, it will so notify Claimant in writing and Claimant will pay FOR-A for investigating the problem at FOR-A's then current per incident billable rate for such work.

Exclusive Warranty: Claimant's exclusive remedy and FOR-A's sole liability under this warranty is for FOR-A to repair covered Product and provide new or refurbished replacement parts to do so, all within a reasonable commercial time. FOR-A is not obligated to provide Claimant with a substitute for the Product during any period it is providing warranty service. No warranty repair of the Product or provision of any replacement parts will extend this warranty, and any repair or replacement will be warranted subject to the same terms as this warranty for a period of ninety (90) days from the redelivery of the Product to Claimant or for the balance of the warranty term for the Product, whichever is longer. If warranty service fails to correct the reported problem, Claimant's exclusive remedy and FOR-A's sole liability under this warranty is for FOR-A, in its sole discretion, to replace the Product with the same product or a FOR-A product similar to it or to refund the Claimant the purchase price it paid for the Product.

Exceptions: FOR-A will have no liability under this warranty for any Product problem which is caused by: abuse or improper use; negligence, accident or casualty loss; failure of a user to follow operating procedures outlined in any operators manual for the Product; failure of a user to follow any maintenance procedures designated to be performed by them in any service manual for the Product; attempted repairs by any person not authorized by FOR-A; and, operation outside of FOR-A's published

environmental or electrical parameters. FOR-A will have no liability under this warranty if the Product's original identification markings (logo, trademarks, serial numbers, etc) have been defaced, altered, or removed, or for a counterfeit product or if the Product was at any time sold "AS IS" or "WITH ALL FAULTS". Claimant will be responsible for the costs of repair, replacement parts and shipping of any product which is not covered by this warranty. This warranty only applies to a Product originally purchased from FOR-A in the United States of America and does not cover consumable items such as fuses and batteries. All software for a Product, and the documentation accompanying such software is licensed and warranted as provided in such documentation or, if none, "AS IS" and without warranty of any kind.

PROOF OF PURCHASE: The original bill of sale for the Product must be retained as evidence of the date of purchase to establish warranty eligibility, and should be retained by Claimant.

PRODUCT REGISTRATION: Registration of any Product is voluntary, and Claimant's failure to do so will not diminish any rights available under this warranty.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTY, FOR-A HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE. FOR-A HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PRODUCT IS COMPATIBLE WITH ANY COMBINATION OF NON-FOR-A PRODUCT CLAIMANT MAY CHOOSE TO CONNECT TO THE PRODUCT.

LIMITATION OF LIABILITY

THE LIABILITY OF FOR-A, IF ANY, AND CLAIMANT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER REGARDING THE PRODUCT, REGARDLESS OF THE LEGAL THEORY, AND WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, WILL NOT BE GREATER THAN CLAIMANT'S ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. IN NO EVENT WILL FOR-A BE LIABLE TO CLAIMANT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

For further information and the location of the nearest authorized FOR-A service facility contact:

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