

Warranty: TurboWedge

Warranty: <u>Lifetime</u>

Compsee, Inc. (**COMPSEE**) warrants that its products will be free of defects in workmanship and material for the lifetime of the product when subject to normal use and service. The Lifetime warranty is extended to the original end-user owner of the equipment. This warranty does not cover any **COMPSEE** equipment which is



- (i) improperly installed or used
- (ii) damaged by accident or neglect, including failure to follow the proper maintenance, service and cleaning schedule
- (iii) damaged as a result of
 - (A) modification or alteration by the purchaser
 - (B) excessive voltage or current supplied to or drawn from the interface connections
 - (C) operation under conditions beyond the specified operating parameters
 - (D) repair or service of the equipment by anyone other than **<u>COMPSEE</u>** or its authorized representatives.

In the event of failure of equipment covered by this warranty, **COMPSEE** will repair such equipment returned (at customer expense) to its factory at Mt. Gilead, North Carolina, USA, provided that inspection by **COMPSEE** or a **COMPSEE** Authorized Independent Service Facility determines to its satisfaction that the equipment was defective due to defects in materials or workmanship. **COMPSEE** may, at its option, replace the equipment or subassembly in lieu of repair. Defective equipment returned will be repaired or replaced without charge, except for return shipping to **COMPSEE**, unless the failure was caused by misuse, neglect, accident, abnormal operating conditions, improper modification or alteration of the equipment, or repair or service of the equipment by anyone other that **COMPSEE** or its authorized representatives, in which case the repairs will be billed at the material and labor rates prevailing at the time of repair. In such case, a not-to-exceed repair estimate will be submitted before work is started, if requested.

No products will be accepted by **COMPSEE** or its Authorized Service Facilities without a Return Materials Authorization, which may be obtained by contacting the factory. In the event that the defective product cannot be repaired or replaced within a reasonable period of time **COMPSEE**'s sole obligation under this warranty shall be to refund the price paid, less tax and transportation.

LIMITATIONS

EXCEPT AS MAY BE OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER COVENANTS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATE, PROVINCES, OR COUNTRIES DO NOT ALLOW DISCLAIMERS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER AND LIMITATION MAY NOT COMPLETELY APPLY TO YOU.

COMPSEE'S RESPONSIBILITY AND PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCTS. ANY PROVISION HEREIN TO THE CONTRARY NOTWITHSTANDING, COMPSEE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN NO EVENT SHALL ANY LIABILITY OF COMPSEE ARISING IN CONNECTION WITH ANY PRODUCTS SOLD HEREUNDER (WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, TORT, OR OTHERWISE)

EXCEED THE ACTUAL AMOUNT PAID TO <u>COMPSEE</u> FOR THE PRODUCTS. SUCH LIMITATIONS IN LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT EVEN WHEN <u>COMPSEE</u> MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURIES, LOSSES OR DAMAGES. SOME STATES ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

<u>COMPSEE</u> SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR THE FAILURE TO SELL OR DELIVER ANY PRODUCTS HEREUNDER DURING A PERIOD IN WHICH SUCH SALE AND DELIVERY ARE PREVENTED OR HINDERED BY ANY CAUSE BEYOND COMPSEE'S REASONABLE CONTROL.

<u>COMPSEE</u> IS NOT RESPONSIBLE FOR DAMAGE TO THE PRODUCT OR EQUIPMENT INCURRED DURING THE SHIPMENT. ANY CLAIMS FOR SHIPPING DAMAGE SHOULD BE MADE DIRECTLY TO THE CARRIER.

NO <u>COMPSEE</u> AGENT, EMPLOYEE, OR REPRESENTATIVE HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.

All of the provisions of this Limited Warranty are separate and severable, which means that if any provision is held valid and unenforceable, such determination shall not affect the validity or enforceability of the other provisions hereof.

This Limited Warranty gives the purchaser specific legal rights and the purchaser may also have other rights which vary from state-to-state, province-to-province, or country-to-country.