

# RSW TECHNOLOGIES LLC

## Limited Warranty

WARRANTY: (a) Any RSW Technologies LLC, Inc. product which, under normal operating conditions in the plant of the Buyer, proves defective in material or workmanship, as determined by sellers inspection, within 12 months from the date of shipment will be repaired as follows: (i) during the first 12 months of such warranty period, any such repair shall be free of charge to Buyer. This warranty is contingent upon the following conditions: that we promptly receive notice of the defect; that Buyer establish that the product has been properly installed, maintained, and operated within the limits of related and normal usage as specified by us; and that upon our request Buyer will return to us at Buyer's expense the defective product or part thereof.

This warranty is contingent upon the following conditions: that we promptly receive from Buyer notice of the defect, including a reasonably detailed description of the problem or difficulty which has been experienced; that Buyer establish that the correction does not involve new software materials or any other alterations to serve a function not intended by the Manufacturer; and that no change or addition has been made in or to our software materials which had not been first approved by us in writing. (b) The conditions of actual production in each end user's plant vary considerably. Therefore, descriptions of the production or performance capabilities of any product or software materials are estimates only and are not warranted. (c) Any service or parts provided by us, which are outside the scope of the warranties, shall be charged to Buyer at our applicable time and material rate and terms and conditions in effect at the time such service or parts are provided. (d) RSW Technologies LLC will pay standard ground freight charges for items being returned to Buyer which are repaired or replaced under Warranty.

**EXCLUSIONS OF WARRANTIES: THE WARRANTIES TO REPAIR OR REPLACE DEFECTIVE PRODUCTS OR PARTS AND ANY ADDITIONAL WARRANTY EXPRESSLY STATED TO BE A WARRANTY AND SET FORTH IN WRITING AS PART OF THESE TERMS HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES**

**LIMITATION OF REMEDIES AND LIABILITIES:** Buyer agrees that our liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to a claim in contract, negligence or strict liability, against us or any of our affiliates, shall be (a) the repair or replacement at our option of defective products or parts thereof or the correction of software materials, or (b) a refund of the price allocable to the defective product or part thereof or software materials if we are unable to effectively repair, replace or correct such defect in a reasonable time after using our best efforts. Claims of any kind include but are not limited to those for any loss or damage arising out of, connected with, or resulting from this Agreement or from the performance or breach of the terms hereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any product or part thereof or software materials covered by this Agreement.

**UNDER NO CIRCUMSTANCES SHALL WE OR ANY AFFILIATE OF OURS HAVE ANY LIABILITY WHATSOEVER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES,** such as, but not limited to, loss of profit or revenue; loss of use of the product, part thereof, or software materials; cost of capital; cost of replacement equipment; or claims resulting from contracts between Buyer, its customers and/or suppliers. Unless expressly provided for herein, in no event shall we or any affiliate of ours assume responsibility or liability for (a) penalties, penalty clauses or liquidated damages clauses of any description, (b) certifications or (c) indemnification of Buyer or others for costs, damages or expenses arising out of or related to the product or part thereof.

### WARRANTY CLAIMS

Warranty repairs are serious business at RSW TECHNOLOGIES LLC. If you determine that a repair has failed under warranty, call us and notify us of the problem. At that time you will be given an RMA # to return the item to us. **AN RMA # IS NESSECARY TO ENSURE THAT YOUR ITEM WILL BE QUOTED UNDER WARRANTY STATUS. ANY ITEM RECEIVED WITHOUT AN RMA # WILL BE QUOTED AS A REGULAR REPAIR.** As soon as your repair is received, it will be put on a rush status. If we find the unit works according to the manufacturers specifications, and a problem has not been found after talking with our technicians, a 25% checkout charge will be applied. (*See Warranty Policy*)