

## **BOS - LCS - EMS (Powered by SWARCO) Warranty**

Once the agreed terms of payment have been complied with, the SELLER shall, subject to the conditions hereunder, remedy any defect whether due to faulty design, material or manufacture that impairs the functioning of said article.

The warranty period shall be 24 months from date of final acceptance.

In no event shall this warranty run to OEM or component part buyers. All replacement products are warranted only for the remainder of the original warranty of the product replaced. Replacement products will be equivalent in function, but not necessarily identical to the replaced product.

The foregoing warranty obligations are conditional upon BUYER giving immediate notice in writing to SELLER of any defects that have occurred. BUYER shall make available to SELLER all material and data required for expert valuation of the defect and causes thereof. Upon receipt of such notice, SELLER shall, in the case of a defect covered by the warranty, have the option to replace the defective goods or defective parts, repair them on BUYER's premises, have them returned for repair, or grant a fair and reasonable price reduction.

For warranty work on BUYER's premises, the BUYER shall make available free of charge any assistance, hoisting gear, bucket truck, scaffolding and sundry supplies and incidentals, including traffic control, that may be required. Replaced parts shall become the property of the SELLER.

SELLER's warranty obligations shall not extend to acts of God or nature, exposure to casualty of elements, any defects due to assembly and installation work not undertaken by the SELLER, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, overloading of parts in excess of the design values stipulated by SELLER, negligent or faulty handling, the use of inappropriate materials, or for defects attributable to material supplied by BUYER. Nor shall SELLER be liable for damage due to acts of third parties, excess voltage, and chemical influences. The warranty does not cover the replacement of parts subject to natural wear and tear.

The warranty shall lapse immediately if, without written consent of SELLER, BUYER himself, or a third party not expressly authorized, undertakes modifications or repairs on any items delivered. Invoices for such repairs or modifications will not be honored by the SELLER. Remedying defects shall not give rise to an extension of the original warranty period.

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This warranty is exclusive of all other warranties, expressed or implied, and SELLER hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. SELLER assumes no risk and shall be subject to no liability for damages or loss resulting from the specific use or application made of the products. SELLER's liability for any claim, whether based on breach of contract, negligence, infringement of any rights of any party or product liability relating to the products, shall not exceed the price paid by the BUYER. In no event will SELLER be liable for any special, incidental, or consequential damages (including loss of use, loss of profit, and claims of third parties), injury to person, or damage to property however caused, whether by the negligence of SELLER or otherwise.

*For the most up-to-date information, please contact Swarco McCain*