



Limited Warranty

All goods sold are warranted to be free of defects in material and workmanship (except if damaged or altered after manufacturing) for a period of one year from start up or eighteen months from date of shipment. D SYSTEM, INC. makes no other warranty, either expressed or implied, oral or written, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS SPECIFICALLY SUBJECT TO THE FOLLOWING:

1. The limited warranty is limited to replace or repair materials and workmanship which, in the discretion of D SYSTEM, INC. requires notification.
2. Equipment sold, but not manufactured by D SYSTEM, INC. is subject only to the warranty (where applicable) provided by the manufacturer of such equipment. D SYSTEM, INC. makes no warranties, either expressed or implied, for goods manufactured by others.
3. This limited warranty is conditioned on the purchaser giving D SYSTEM, INC. written notice within five (5) days of discovery of any alleged defect. Notice must be directed to D SYSTEM, INC. 781 Far Hills Drive, #700, New Freedom, PA 17349 and must be sent via certified mail, return receipt requested.
4. The limited warranty shall be null and void if any product or part of the packaged system has been repaired, damaged or altered in any way without the prior written consent of D SYSTEM, INC.
5. The warranty is subject to D SYSTEM, INC. personal, or its authorized representative being present at the job location when the first set-up of the packaged system is undertaken. The start-up of the packaged system shall not be considered complete until the D SYSTEM, INC. system start-up procedure and warranty form has been completed and returned to D SYSTEM, INC.
6. D SYSTEM, INC. shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of any goods subject to this limited warranty, nor shall D SYSTEM, INC. be liable for any damages or charges for labor or expense in making repairs or adjustments to the goods. D SYSTEM, INC. shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data and services.
7. The liability of D SYSTEM, INC. is expressly limited to material replacements FOB NEW FREEDOM, PA 17349, but in no event shall the liability of D SYSTEM, INC. exceed the price of the warranted goods.
8. This warranty shall not apply to any goods subject to misuse due to common negligence or accident, nor to any goods manufactured by D SYSTEM, INC. which are not operated in accordance with D SYSTEM, INC. printed instructions.
9. The goods purchased under this agreement shall be used exclusively by purchaser and by no other person, and therefore, there shall be no third party beneficiary to the expressed or implied warranties contained in this limited warranty.