

# TEMA

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## LIMITED WARRANTY AGREEMENT

**TEMA** warrants that the products sold to Customer by **TEMA** will be free from defect in materials and workmanship for a period twelve (12) months from the date of ExWork delivery of the product.

If, during the applicable warranty period, **TEMA** is advised in writing as to a defect in a **TEMA** product; such product is returned to the factory production point designated by **TEMA**; and an examination of such product discloses to **TEMA** reasonable satisfaction that such product is defective and such defect was not caused by accident, abuse, neglect, alteration, improper installation, lightning damage, submersion, short circuits due to improper handling, repair, improper testing or use contrary to any instruction issued by **TEMA**, **TEMA** will replace or credit the defective product at no cost to Customer, except for direct and indirect transportation costs. **TEMA** reserves the right to repair at its option. Replacement shall mean furnishing the Customer with a new product equivalent to the defective product. All defective products replaced by **TEMA** under this warranty shall become the property of **TEMA** and must be returned to **TEMA** properly packed to prevent physical damage.

**TEMA** does not warrant that any product is suitable for use in any particular application. Customer shall be responsible for evaluating the appropriateness of the use of any specific **TEMA** product for a particular application. Because the equipment has a wide range of applications, users must acquire the appropriate knowledge to use the equipment properly in their specific applications. Persons responsible for the application and the equipment must themselves ensure that each application is in compliance with all relevant requirements, standards and legislation in respect to configuration and safety.

## WARRANTY LIMITATIONS

THE **TEMA** PRODUCTS SOLD TO CUSTOMER ARE INTENDED TO BE USED ONLY IN THE APPLICATION SPECIFIED BY CUSTOMER TO **TEMA** ANY OTHER USE RENDERS THE LIMITED WARRANTY EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

UNDER NO CIRCUMSTANCES SHALL **TEMA** BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR OTHER DAMAGES

**TEMA** SHALL ALSO NOT BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE INSTALLATION, USE OR REPAIR OF THIS EQUIPMENT, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE. BUYER'S SOLE REMEDY SHALL BE THE REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE, AND THE CHOICE OF THE APPLICABLE REMEDY SHALL BE AT THE SOLE DISCRETION OF **TEMA**.

WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PRODUCTS SOLD TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF **TEMA** IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

This limited warranty may not be changed, modified, limited or extended in scope except by a written agreement signed by **TEMA** and Customer. Except as stated, any purported modification of this limited warranty shall be null and void.

NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF **TEMA** HAS THE AUTHORITY TO MAKE OR IMPLY ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.