



## LIMITED WARRANTY

TriMark warrants that the products manufactured and sold shall be in accordance with specifications and free from defects in materials and workmanship for a period up to 18 (eighteen) months following the date of delivery to TriMark's customer or 12 (twelve) months from the original O.E.M. sale (in-service) date. Where TriMark does not have design control with regard to customer supplied products, materials or specifications, the warranty is limited to non-conforming product.

This warranty is expressly limited to persons who purchase TriMark's products for the purpose of resale or use in the ordinary course of the buyer's business. This warranty does not cover any product that if TriMark Corporation determines (in its sole discretion) that a product's failure or malfunction is due to one or more of the following conditions, such failure or malfunction is EXCLUDED from the warranty provided hereunder: (1) used in a manner that exceeds published engineering specifications; (2) has been abused, misused, disassembled/opened, altered/modified, or improperly installed; (3) is used in an application not previously approved by TriMark; (4) is used in a manner inconsistent with any instructions and good industry practices regarding its use; (5) wear or deterioration due to environmental conditions; (6) unusual mechanical, physical or electrical stress or (7) is destroyed/damaged by fire, lightning or an act of God. In addition to the above, TriMark will not warrant any electrical/electronic products with (8) burned or broken traces on the printed circuit board; (9) burned or damaged components; (10) dirt or water residue on the printed circuit board or inside the case; (11) motor failure due to thermal failure; (12) or dead batteries.

This warranty is exclusive, and TriMark makes no other warranty of any kind whatsoever, expressed or implied, with respect to the products manufactured and sold by it, whether as to merchantability, fitness for a particular purpose or any other matter. Without prior written authorization from the Board of Directors, no agent, employee or representative of TriMark has any authority to bind TriMark to any affirmation, representation or warranty concerning TriMark products or parts, except as stated herein.

If any product supplied by TriMark is found to be defective by TriMark in its sole discretion, TriMark reserves the right to replace, rework, repair, or give credit for defective product. Upon confirmation of the defective condition of the subject part either with return of subject part and/or proper documentation, TriMark will replace such defective product exclusive of any labor, shipping, transportation or delivery cost associated with the replacement. TriMark will not be responsible for the cost of removal of a defective product. This remedy shall be the exclusive remedy available for any defects in the products manufactured and sold by TriMark or for damages resulting from any other cause whatsoever, including without limitation, TriMark's negligence. The purpose of this exclusive remedy shall be to provide the buyer with replacement of products or parts sold by TriMark found to be defective in materials or workmanship or negligently manufactured. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as TriMark is willing and able to replace said defective products or parts in the prescribed manner.

**WITHOUT LIMITING THE FOREGOING, TRIMARK SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES, ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**