

## **N-TRON Limited Warranty**

N-TRON, Corp. warrants to the end user that this hardware product will be free from defects in workmanship and materials, under normal use and service, for the applicable warranty period from the date of purchase from N-TRON or its authorized reseller. If a product does not operate as warranted during the applicable warranty period, N-TRON shall, at its option and expense, repair the defective product or part, deliver to customer an equivalent product or part to replace the defective item, or refund to customer the purchase price paid for the defective product. All products that are replaced will become the property of N-TRON. Replacement products may be new or reconditioned. Any replaced or repaired product or part has a ninety (90) day warranty or the remainder of the initial warranty period, whichever is longer. N-TRON shall not be responsible for any custom software or firmware, configuration information, or memory data of customer contained in, stored on, or integrated with any products returned to N-TRON pursuant to any warranty.

**OBTAINING WARRANTY SERVICE:** Customer must contact N-TRON within the applicable warranty period to obtain warranty service authorization. Dated proof of purchase from N-TRON or its authorized reseller may be required. Products returned to N-TRON must be pre-authorized by N-TRON with a Return Material Authorization (RMA) number marked on the outside of the package, and sent prepaid and packaged appropriately for safe shipment. Responsibility for loss or damage does not transfer to N-TRON until the returned item is received by N-TRON. The repaired or replaced item will be shipped to the customer, at N-TRON's expense, not later than thirty (30) days after N-TRON receives the product. N-TRON shall not be responsible for any software, firmware, information, or memory data of customer contained in, stored on, or integrated with any products returned to N-TRON for repair, whether under warranty or not.

**RETURNING N-TRON PRODUCTS:** Contact N-TRON, Corp at 251-342-2164 or [N-tron\\_RMA@n-tron.com](mailto:N-tron_RMA@n-tron.com) to verify warranty and arrange for the return of N-TRON products.

**WARRANTIES EXCLUSIVE:** IF AN N-TRON PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT N-TRON'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. N-TRON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. N-TRON SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

**LIMITATION OF LIABILITY:** TO THE FULL EXTENT ALLOWED BY LAW, N-TRON ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF N-TRON OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT N-TRON'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

**DISCLAIMER:** Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

**GOVERNING LAW:** This Limited Warranty shall be governed by the laws of the State of Alabama, U.S.A..