



## **1. INFORMATION FOR CONSUMERS**

Braeburn Systems LLC provides a **ONE (1)** year limited product warranty for Goods manufactured by it and sold hereunder. While our warranty does not extend to you directly, your contractor or dealer who purchased from a wholesaler (“Buyer”) is protected by a 1 year limited product warranty from Braeburn Systems LLC (“Seller”). Goods sold hereunder (“Goods”) are also subject to other terms and conditions by and between Braeburn Systems LLC and Buyer.

## **2. SCOPE OF WARRANTY AND INSTRUCTIONS**

Braeburn Systems LLC warrants that the Goods manufactured by Seller and purchased for resale and installation will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of thirty (18) months from date of manufacture or twelve (12) months from date of purchase by a professional service technician, whichever comes first. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Nothing to the contrary herein withstanding, this limited warranty does not apply to batteries and does not cover removal or reinstallation costs.

**If at any time during the warranty period the product is determined to be defective or malfunctions, Seller shall repair or replace it, at Seller’s option.** Braeburn Systems LLC shall repair or replace defective Goods (at its option) provided that said Goods are returned postage prepaid to our warranty facility in a padded carton within the warranty period, with a bill of sale or other dated proof of purchase, and a brief description of the malfunction.

WARRANTY FACILITY: Braeburn Systems LLC  
Attn: Warranty Department  
2215 Cornell Avenue  
Montgomery, IL 60538

## **3. LIMITATION OF REMEDY AND LIABILITY:**

**Seller’s sole responsibility shall be to repair or replace the Goods within the terms stated above. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OR ANY OTHER FAILURE OF THIS PRODUCT. BUYER AGREES TO INDEMNIFY SELLER AGAINST ANY THIRD PARTY CLAIMS OF INCIDENTAL OR CONSEQUENTIAL DAMAGE.**

**Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you.** This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. The term “consequential damages” shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, damage to property or equipment or cost of repairing or replacing other property which was damaged if this product does not work properly.

**Nothing to the contrary herein withstanding, this limited warranty does not extend to any losses or damages due to:**

- (a) Misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources, unsuitable environmental conditions, failure to follow Seller's installation instructions or other improper installation, repair, handling, maintenance or application, failure to follow Seller's operating instructions, or any other cause not the fault of Seller.
- (b) Operation of electrical equipment at voltages other than the range specified.
- (c) Goods installed and operated in a corrosive atmosphere (chlorine, fluorine, salt, or other damaging chemicals) or being submerged in water.

Goods purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer.

This Section applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and same shall be bound by the limitations therein, including Section 3. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions in Sections 2 and 3. Seller's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by Seller are to be left intact. It is further expected that all instruction and warnings supplied by Seller will be passed on to those persons who use the Goods.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products or components. Further, Buyer shall indemnify and hold Seller harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other person arising out of Buyer's, or any other persons', use of the Goods. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.