

WARRANTY

KineticSystems Company, LLC warrants its standard hardware products to be free of defects in workmanship and materials for a period of one year from the date of shipment to the original end user. Software products manufactured by KineticSystems are warranted to conform to the Software Product Description (SPD) applicable at the time of purchase for a period of ninety days from the date of shipment to the original end user. Products purchased for resale by KineticSystems carry the original equipment manufacturer's warranty.

KineticSystems will, at its option, either repair or replace products that prove to be defective in materials or workmanship during the warranty period.

Transportation charges for shipping products to KineticSystems shall be prepaid by the purchaser, while charges for returning the repaired warranty product to the purchaser, if located in the United States, shall be paid by KineticSystems. Return shipment will be made by UPS, where available, unless the purchaser requests a premium method of shipment at their expense. The selected carrier shall not be construed to be the agent of KineticSystems, nor will KineticSystems assume any liability in connection with the services provided by the carrier.

The product warranty may vary outside the United States and does not include shipping, customs clearance, or any other charges. Consult your local authorized representative or reseller for more information regarding specific warranty coverage and shipping details.

PRODUCT SPECIFICATIONS AND DESCRIPTIONS IN THIS DOCUMENT SUBJECT TO CHANGE WITHOUT NOTICE.

KINETICSYSTEMS SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY EITHER EXPRESSED OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH HEREIN. PRODUCT FAILURES CREATED BY UNAUTHORIZED MODIFICATIONS, PRODUCT MISUSE, OR IMPROPER INSTALLATION ARE NOT COVERED BY THIS WARRANTY.

THE WARRANTIES PROVIDED HEREIN ARE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE USE, PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, OR REPAIR OR USE OF ANY PRODUCTS COVERED OR FURNISHED BY KINETICSYSTEMS INCLUDING BUT NOT LIMITED TO ANY CLAIM OF NEGLIGENCE OR OTHER TORTIOUS BREACH, SHALL BE THE REPAIR OR REPLACEMENT, FOB FACTORY, AS KINETICSYSTEMS MAY ELECT, OF THE PRODUCT OR PART THEREOF GIVING RISE TO SUCH CLAIM, EXCEPT THAT KINETICSYSTEMS' LIABILITY FOR SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE CONTRACT PRICE ALLOCABLE TO THE PRODUCTS OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL KINETICSYSTEMS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS.

Products will not be accepted for credit or exchange without the prior written approval of KineticSystems. If it is necessary to return a product for repair, replacement or exchange, a Return Authorization (RA) Number must first be obtained from the Repair Service Center prior to shipping the product to KineticSystems. The following steps should be taken before returning any product:

1. Contact KineticSystems and discuss the problem with a Technical Service Engineer.
2. Obtain a Return Authorization (RA) Number.
3. Initiate a purchase order for the estimated repair charge if the product is out of warranty.
4. Include a description of the problem and your technical contact person with the product.
5. Ship the product prepaid with the RA Number marked on the outside of the package to:

KineticSystems Company, LLC
Repair Service Center
900 North State Street
Lockport, IL 60441

Telephone: (815) 838-0005
Facsimile: (815) 838-4424
Email: tech-serv@kscorp.com

