

# XeteX, Inc.'s Limited Warranty

## Scope of Warranty

XeteX, Inc. (hereinafter "XeteX") warrants to the original purchaser that all products sold or distributed by XeteX will be free from defects in material and workmanship for a period of one year from the date of original installation, but in no event, for longer than eighteen months from the date of shipment from our factory, if installed, maintained, and operated under normal conditions of service in accordance with instructions of XeteX. This warranty applies to all products sold or distributed by XeteX in the United States or Canada unless XeteX contracts in writing for specific alternative warranty terms.

XeteX will repair or replace, at XeteX's option, F.O.B. Minneapolis, Minnesota any of the XeteX products or components that XeteX determines, after examination at its factory in Minneapolis, Minnesota, to have been defective.

## Exclusions

The foregoing warranty does not apply to or include:

- Labor costs incurred in the removal, replacement, or adjustment of defective products or components.
- Transportation costs incurred in returning products or components to XeteX in Minneapolis, MN or in shipping replacement products or components.
- Correction of conditions arising from improper or incorrectly connected air duct piping, wiring, power supply, blown fuses, freezing, or any other condition resulting from improper installation, operation or maintenance by anyone other than an XeteX employee or authorized XeteX contractor.
- XeteX products or components that have been tampered with or altered, subject to misuse, abuse, or inadequate maintenance, or upon which any serial number has been altered, defaced or removed.
- Damage resulting from any contingency beyond XeteX's control.

## Additional Terms and Conditions

This warranty may not be assigned or transferred without XeteX's prior written authorization. **THIS WARRANTY CONSTITUTES THE OWNER'S SOLE REMEDY. In no event and under no circumstances shall XeteX be liable to the original purchaser or any other party for any incidental, indirect, special, contingent, consequential, or secondary damages due to or resulting from the design, construction, installation, servicing, or operation of the XeteX products or components or for any other cause whatsoever whether the theory be breach of this or any other warranty, negligence, strict liability in tort, or any other theory. In no event shall XeteX be liable to the original purchaser or any other person for any amount in excess of the amount paid to XeteX by the original purchaser.** XeteX neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the warranted XeteX products or components. No change to this Warranty shall be effective unless specifically agreed to by XeteX on the face of the XeteX invoice.

**The warranties in this document are exclusive and in lieu of all other warranties and remedies of any kind, expressed or implied, and all other obligations or liabilities on the part of XeteX. XETEX HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES FROM ANY CONTRACT OR TRANSACTION RESULTING FROM XETEX'S QUOTATION OR FROM ANY SALE MADE TO THE ORIGINAL PURCHASER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event shall XeteX be liable to the original purchaser or any other person for any amount in excess of the amount paid to XeteX by the original purchaser.**

## XeteX, Inc.'s Back Charge Notice

Back Charges of any kind will not be accepted unless pre-authorized in writing by XeteX. XeteX requires written submission of proposed charges.