



PRODUCT WARRANTY

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WARRANTY CONDITIONS

1. Impro warrants that the Products furnished under this agreement will be free from material defects in material and workmanship for a period of three years from the date of shipment. The CUSTOMER shall provide notice to Impro of each such defect within one week after the CUSTOMER's discovery of such defect. The sole obligation and liability of Impro under this warranty shall be to repair or replace at Impro's sole discretion, but without cost to the CUSTOMER, the product or part which is so defective and as to which such notice is given.
2. Upon request by Impro, the product or part claimed to be defective shall immediately be returned at the CUSTOMER's expense to Impro. Replaced or repaired products or parts will be shipped to the CUSTOMER at the expense of Impro.
3. There shall be no warranty or liability for any products or parts which have been subject to misuse, accident, negligence, failure of electric power or modification by the CUSTOMER without Impro written approval. Final determination of warranty eligibility shall be made by Impro. If a warranty claim is considered invalid for any reason, the CUSTOMER will be charged for services performed and expenses incurred by Impro in handling and shipping the returned item.
4. As to replacement parts supplied or repairs made during the original warranty period, the warranty period of the replacement or repaired part shall terminate with the termination of the warranty period with respect to the original product or part.
5. As Impro has no control over where the product is used, or how it is installed, no liability for ANY consequential damages can be accepted, whether due to malfunction, design, deficiency, implementation or any cause whatsoever.
6. Impro does not guarantee interfacing compatibility of any of its equipment with any third-party equipment, regardless of any standards which may be applicable. Connecting third-party equipment to any Impro equipment may compromise the functionality of the Impro equipment and render it inoperative.
7. Impro shall have no liability for consequential loss suffered by the CUSTOMER or its customer and the CUSTOMER hereby waives and abandons any right which it may have to claim damages from Impro or join Impro as a defendant in any action for damages which may be brought against the CUSTOMER by reason, direct or indirect, of any defect in any unit, and indemnifies Impro against any claim for damages which may be made against it by the CUSTOMER's customer by reason, direct or indirect, of any defect in the unit.
8. The foregoing warranty constitutes Impro's sole liability and the customer's sole remedy with respect to the products and is in lieu of all other warranties, liabilities and remedies except as thus provided, Impro disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
9. Impro reserves the right to nullify the product's guarantee or warranty where the metal-oxide varistors have not been properly installed.
10. Drop box extrusion powder coating has a 4-year warranty against chalking and fading. This excludes chipping or damage by external forces.