

M-SYSTEM WARRANTY

1. What is covered.

M-System Co., Ltd. (“M-System”) warrants, only to the original purchaser of new M-System products that are purchased directly from M-System, or from M-System’s authorized distributors or resellers, for its own use not for resale, that the M-System products shall be free from defects in materials and workmanship and shall conform to the specifications set forth in the product catalogue applicable to the M-System products for the Warranty Period (see Paragraph 5 below for the Warranty Period of each product).

THE ABOVE WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE M-SYSTEM PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

2. What is not covered.

This warranty does not cover any M-System product which has been: (1) modified, altered or subjected to abuse, misuse, negligence or accident; (2) improperly installed or installed in conjunction with any equipment for which it was not designed; or (3) damaged or destroyed by disasters such as fire, flood, lightning or earthquake.

In no event shall M-System be liable for any special, incidental, consequential or other damages, costs or expenses (including, but not limited to, loss of time, loss of profits, inconvenience or loss of use of any equipment).

3. Remedies.

If a defective product is returned to M-System in accordance with the procedures described below, M-System will, at its sole option and expense, either: (1) repair the defective product; (2) replace the defective product; or (3) refund the purchase price for the defective product paid by the purchaser. Except as otherwise provided by applicable state law, these remedies constitute the purchaser’s **sole and exclusive** remedies and M-System’s sole and exclusive obligation under this warranty.

4. Warranty Procedure.

If the purchaser discovers a failure of the M-System products to conform to the terms of this warranty within the Warranty Period, the purchaser must promptly (and, in any event not more than 30 days after the discovery of such failure) notify the relevant party as described below either by telephone or in writing at the below address to obtain an Authorized Return (AR) number and return the defective product to the relevant party. The designated AR number should be marked on the outside of the return package and on all correspondence related to the defective product. The purchaser shall return, at purchaser’s expense, defective products only upon receiving an AR number. In order to avoid processing delays, the purchaser must include: copies of the original purchase order and sales invoice; the purchaser’s name, address and phone number; the model and serial numbers of the returned product; and a detailed description of the alleged defect.

5. Warranty Period.

Signal Conditioner	: 36 months from the date of purchase.
M-Rester	: 12 months from the date of purchase.
Valve Actuator	: 18 months from the date of shipment from M-System or 12 months from the date of its installation, whichever comes first.
Other Products	: 36 months from the date of purchase.

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