

## 10 YEAR MANUFACTURER'S LIMITED WARRANTY

(ALL PRODUCTS EXCEPT DTK-BU SERIES, DTK-DRP16 SERIES, DTK-HT1000)

DITEK (Diversified Technology Group, Inc.) warrants equipment manufactured by it to be free from defects in materials and workmanship for ten (10) years from the date of invoice from DITEK or its authorized sales channels. DITEK assumes no risk or liability for results of the use of the products purchased from it, including but without limiting the generality of the foregoing: (1) The use in combination with any electrical or electronic components, circuits, systems, assemblies or any other materials or substances; (2) Unsuitability of any product for use in any circuit or assembly. This limited warranty does not apply if the DITEK product has been misused, abused, altered, tampered with, or used in applications other than specified on the name plate or not used and/or installed consistent with the installation instructions provided with the product and periodically updated on the DITEK web site, www.ditekcorp.com. This limited warranty does not apply if the cause of the failure to properly perform is fire, flood, windstorm, earthquake, direct lightning, or sustained over-voltage or open-neutral events.

Purchaser's rights under the limited warranty shall consist solely of requiring DITEK to repair, or at DITEK's sole discretion, replace, free of charge, F.O.B. factory, any defective items received at said factory within said ten years and determined by DITEK to be defective. Providing or not providing any advice or recommendations by DITEK shall not constitute any additional or other warranty by, or impose any liability upon, DITEK.

<u>EXCLUSIVE AND LIMITED WARRANTY:</u> DITEK's standard limited warranty is the only warranty applicable to the sale of DITEK's product. DITEK's limited warranty may be modified only by a writing signed by a duly authorized officer of DITEK; Purchaser assumes all other responsibility for in combination with other goods whether supplied by DITEK or otherwise. Purchaser acknowledges that any technical advice furnished by DITEK with respect to the use of the products is given without charge and DITEK assumes no obligation or liability to Purchaser for the advice given or results obtained, all such advice is given by DITEK and accepted by Purchaser at Purchaser's risk.

DITEK'S LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OF USE OF THE GOODS HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE AND WHETHER OR NOT THE GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

LIMITATION OF LIABILITY, AND OF CONSEQUENTIAL AND OTHER DAMAGES: IN NO EVENT SHALL DITEK ASSUME ANY LIABILITY FOR (A) DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCTS OR (B) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR ECONOMIC CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION, LOSS OF USE, DATA, PROFIT, OR REVENUE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, OR OTHER ECONOMIC LOSS INCURRED BY BUYER, WHETHER ANY CLAIM IS BASED UPON THEORIES OF INFRINGEMENT, WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF SELLER HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

The product covered by this limited warranty certificate can only be repaired or replaced by the factory. A RETURN MATERIAL AUTHORIZATION NUMBER (RMA) must be obtained by calling Customer Service at 800-753-2345. DITEK shall not be responsible for any transportation charges. Returned freight must be pre-paid.

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