



## Limited Warranty

**Electrorack Products Company** warrants to the original purchaser that its products to be free from defects in materials and workmanship for the following warranty period applicable to the product (the "Applicable Warranty Period"):

- A. The Applicable Warranty period for a product sold by Electrorack Products Company under the "Electrorack Products Company" brand name shall be the period of time the original purchaser owns the product. In addition, for certain additional products, such as products that are not manufactured by Electrorack Products Company (including electrical components) may provide an Applicable Warranty Period that is shorter than the customary lifetime warranty period. Electrorack Products Company will identify such additional products and their respective warranty periods.
- B. For all other products sold by Electrorack Products Company, the Applicable Warranty Period shall be one (1) year from date of shipment.

No claims under this warranty will be valid unless Buyer notifies Electrorack Products Company in writing within a reasonable time of its discovery of any defect, but in any event prior to the expiration of the Applicable Warranty period for such product. This warranty does not cover ordinary maintenance, wear and tear, abuse, improper use, alterations, or products not installed or maintained in accordance with Electrorack Products Company's written instructions when applicable.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Electrorack Products Company will repair or replace, at its option, any products (or parts thereof) which are covered by this limited warranty and which are found to be defective. No such repair or replacement will extend the Applicable Warranty Period. When a warranty claim arises, Buyer must contact Electrorack Products Company to arrange return shipment to Electrorack Products Company, with freight prepaid by Buyer to: Electrorack Products Company, 1443 South Sunkist Street, Anaheim, California 92806. The risk of loss or damage to any products returned to Electrorack Products Company will be with Buyer.

THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED FOR HEREIN IS BUYER'S EXCLUSIVE REMEDY IN THE EVENT OF BREACH OF THIS LIMITED WARRANTY. IN ADDITION, ELECTRORACK PRODUCTS COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY ELECTRORACK PRODUCTS COMPANY OR IT'S AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION THE PRODUCTS.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from State to State.

This warranty will be effective for products sold after June 1, 2002

**Electrorack Products Company**  
1443 S. Sunkist Street  
Anaheim, CA 92806  
PHONE 714.776.5420 FAX 714.776.9683

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