

Limited Warranty

This warranty is made by Integrated Metering Systems, Inc. (hereinafter referred to as "IMS"). This warranty is valid only on IMS products purchased and used in the United States of America. (Products purchased for use outside the United States of America are covered by separate warranty.) This warranty applies to the products only while owned and used by the original purchaser (hereinafter referred to as the "Customer"). If ownership of the product is transferred, this warranty terminates.

This IMS product is warranted against defects in material and workmanship for ten (10) years commencing the date of original Customer purchase and receipt. If the product is defective in material and/or workmanship (normal wear and tear excepted) during the warranty period, IMS or its authorized representatives will, during established service availability hours, make necessary adjustments and repairs, including at IMS's option installation of replacement parts. IMS will complete the necessary adjustments and repairs within a reasonable time period, as dictated by the nature of the problem and by IMS's service schedule. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of IMS. This warranty is subject to the OBLIGATIONS and EXCLUSIONS set forth.

OBLIGATIONS

1. During the warranty period, the Customer must notify IMS by telephone of any defective product material and / or workmanship.
2. If IMS provides maintenance or responds to a call that is outside the scope of this warranty, such maintenance shall be billed to the customer at IMS's then current rates for maintenance and parts and shall be due and payable in full upon receipt of invoice.

EXCLUSIONS

1. This warranty shall not cover a product with missing or altered original identification marks.
2. This warranty applies only to products that the purchaser has properly installed, adjusted and operated in accordance with instructions set forth in or provided with product literature. This warranty does not apply to any product that has been subjected to tampering, alteration, misuse, abuse, neglect, and improper installation or transportation damage. Nor does it apply to costs for any service requested for demonstration or to confirm proper operation of this product.
3. This warranty shall not apply to adjustments, repairs or replacements necessitated by any cause beyond the control of IMS (whether foreseeable or not) including, but not limited to, any malfunction, defects or failure caused by or resulting from any of the following: improper unpacking or installation, unauthorized service or parts, or improper maintenance or cleaning, modification or repair by the Customer, accident (including without limitation, unavoidable accidents), fire, flood, or other acts of God, improper telephone or electrical power or surges thereof, interconnection with or use of non-compatible equipment or supplies, or placement of the product in an area which does not conform to IMS space, electrical and/or environmental requirements.
4. IMS will not be required to make adjustments, repairs or replacements if the product is installed or used at a location deemed by IMS to be hazardous to health or safety, or if IMS is not provided with free and reasonable access to the product and a telephone during service availability hours, or if the product location is not accessible by an authorized IMS service vehicle.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IMS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), AND IMS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. IN THE EVENT THE PRODUCT IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, THE CUSTOMER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. UNDER NO CIRCUMSTANCES SHALL IMS BE LIABLE TO THE CUSTOMER, OR TO ANY USER FOR DAMAGES, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS LOST SAVINGS OR ANY OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE IMS PRODUCT, EVEN IF IMS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, and some states do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.