



## Portable Gas Detector Limited Warranty

Graphic Controls warrants that our portable gas detectors ("Product") will be free from defects in material and workmanship for a period of one (1) year beginning on the first day of initial customer activation or factory recommended "activate by date", whichever comes first ("Warranty Period"). The warranty extends only to the sale of new and unused Products to the original buyer, is non-transferrable, and covers normal use, maintenance and storage of the Product. The User is responsible to maintain proper records related to device testing, maintenance, and service.

If you make a warranty claim, you must return the Product to Graphic Controls or an authorized representative; freight prepaid, and provide a written statement describing the nature and date of failure. Graphic Controls will, at its sole discretion, repair, replace, or refund the purchase price paid for the defective product within the Warranty Period.

Upon receipt of a Product warranty claim, we will attempt to respond and correct any defect within fourteen (14) business days.

### OUR WARRANTY DOES NOT COVER:

- (1) A DEFECT WHICH WE DETERMINE RESULTED FROM AN IMPROPER USE OR APPLICATION OF A PRODUCT;
- (2) PRODUCTS WHICH HAVE BEEN DAMAGED, SUBJECTED TO ABNORMAL USE OR OPERATION, OR WHICH HAVE BEEN IMPROPERLY INSTALLED OR MAINTAINED, OR THE USE AND INSTALLATION OF UNAPPROVED PARTS;
- (3) ROUTINE REPLACEMENT OF PARTS, SUCH AS DISPOSABLE BATTERIES, RESULTING FROM NORMAL USE OF THE PRODUCT

### CONDITIONS OF OUR WARRANTY ARE:

- (1) PROPER STORAGE, INSTALLATION, CALIBRATION, USE, MAINTENANCE AND COMPLIANCE WITH THE PRODUCT MANUAL AND ANY OTHER APPLICABLE RECOMMENDATIONS OF GRAPHIC CONTROLS;
- (2) GRAPHIC CONTROLS PRE AUTHORIZED RETURN OF PRODUCT (RGA)
- (3) RIGHT OF GRAPHIC CONTROLS TO VERIFY PROOF OF PURCHASE AND WARRANTY PERIOD

IN THE EVENT OF A GOOD WARRANTY CLAIM, WE WILL REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE PAID FOR THE DEFECTIVE PRODUCT, AND IN NO EVENT WILL GRAPHIC CONTROLS BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST USE, LOST DATA, BUSINESS INTERRUPTION, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THEIR POSSIBILITY.

THE FOREGOING IS OUR EXCLUSIVE WARRANTY LIABILITY AND YOUR EXCLUSIVE REMEDY RELATED TO ANY DEFECTIVE PRODUCT. THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR ORAL, AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS OR MERCHANTABILITY.

## WARRANTY STATEMENT

*For more information or warranty service call 800-669-1535*