

SOR Controls Group is a global leader in the design and manufacture of measurement and control devices under the brands of SOR Measurement and Control, SSi Temperature Sensors and SENSOR Sampling Systems.

## What is covered by this warranty?

SOR Controls Group (SOR) warrants, to its original purchaser only, that the product that is the subject of this sale (a) conforms to the SOR published specifications, and (b) is free from defects in material or workmanship. The duration of this warranty is three years from date of delivery. If the buyer discovers within this period a failure of the product to conform to specifications or a defect in material or workmanship, it must properly notify SOR in writing. In no event shall such notification be received by SOR later than three years and one month from the date of delivery. Within a reasonable time after such notification, not to exceed one year and two months from the date of delivery, buyer must return the product to the SOR factory or a designated SOR factory representative for inspection at the factory, freight prepaid. Within a reasonable time, SOR will correct any failure of the product to conform to specifications or any defect in material or workmanship, with either new or used replacement parts. Such repair, including both parts and labor, will be at the expense of SOR if the fault is covered under the warranty. All warranty service will be performed at service centers designated by SOR. If SOR, after a reasonable number of attempts, is unable to repair the product to conform to the warranty, SOR will provide at its option: (a) a replacement product, or (b) full refund of the purchase price. *These remedies are the purchaser's exclusive remedies for breach of warranty.*

## Service Policy.

In order to expedite the repair or replacement of returned products, the following information must be provided upon return by the buyer: (a) serial number and complete model number; (b) consumer purchase order number; (c) installation site; (d) reason for return; and (e) Material Safety Data Sheets (MSDS) on any chemical with which the unit has had contact, pursuant to OSHA requirements. If the products are returned after the limitation period set forth in paragraph 1 above, or if the goods are not covered under the warranty as set forth in paragraph 1 above, the customer must approve the repair or replacement of the product and the expense for same.

## What is not covered by this warranty?

SOR does not warrant (a) any product, component or parts not manufactured by SOR, (b) defects caused by failure to provide a suitable installation environment for the product, (c) failure to install the product in accordance with published factory installation instructions, (d) damage caused by use of the product for purposes other than those for which it was designed, including damage caused by failure to operate the product with the design limitation stated on the name plate, (e) damage caused by disaster such as fire, flood, wind, and lightning, (f) damage caused by unauthorized attachments or modification, (g) damaged during shipment, or (h) any other abused or misuse by the purchaser.

## Warranty of Title, Patents and Copyrights.

In addition to the warranty set forth in the previous paragraphs, SOR warrants that it has good title to the product free from any encumbrance, and that the product shall be delivered free from the rightful claim of any third person for infringement of patent or copyright. SOR will defend the purchaser against any claim of infringement and will pay resulting costs, damages and attorney fees finally awarded, provided that (a) the purchaser promptly notifies SOR in writing of any claim, and (b) SOR has sole control of the defense and all related negotiations. If a claim arises, the purchaser will allow SOR, at the option and expense of SOR, to procure the right for the purchaser to continue using the product, to replace or modify it so that it becomes non-infringing, or to grant the purchaser a refund of the purchase price in exchange for return of the infringing product.

**Disclaimer of Warranty.**

*The foregoing warranties are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.*

**Limitation of Remedies.**

In no case shall SOR be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings and revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, down time, the claims of third parties including customers, and in injury to property. This limitation does not apply to damages caused by breach of warranty of title and against infringement under paragraph (4), nor to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (5) may not apply.

**Time Limit for Bringing Suit.**

Any action for breach of warranty must be commenced within 15 months after the cause of action has accrued. A cause of action accrues when the breach occurs, regardless of the buyer's lack of knowledge of the breach.

**Acceptance by Buyer.**

Shipment of goods, acceptance of goods, acknowledgment of receipt of goods, or payment for goods shall constitute an acceptance of this agreement and its terms by the buyer. In the event an offer is made by the buyer, acceptance by SOR of buyer's order and formation of a valid and enforceable contract of sale is expressly conditional upon the buyer's acceptance of the terms and conditions set forth herein.

**No other Warranties.**

Unless modified in writing and signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of SOR or any other party is authorized to make any warranty in addition to those made in this agreement.

**Allocation of Risks.**

This agreement allocates the risks of product failure between SOR and the buyer. This allocation is recognized by both parties and is reflected in the price of the goods. The buyer acknowledges that it has read this agreement, understands it, and is bound by its terms.

