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WARRANTY AND LIMITATIONS

LIFETIME LIMITED WARRANTY (EXCEPT CONTROLS & BATTERIES, SEE BELOW)

ELK PRODUCTS, INC. ("MANUFACTURER") WARRANTS TO THE ORIGINAL PURCHASER (THE "CUSTOMER") THAT THE PRODUCTS IT MANUFACTURES ("PRODUCT") SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT TIME OF SHIPMENT. MANUFACTURER'S OBLIGATIONS UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIRING OR REPLACING, AT ITS OPTION, FREE OF CHARGE, ANY PRODUCT RETURNED TO MANUFACTURER FREIGHT PREPAID. MANUFACTURER SHALL HAVE NO OBLIGATION UNDER THIS LIMITED WARRANTY OR OTHERWISE IF (1) THE PRODUCT HAS BEEN DAMAGED BY NEGLIGENCE, ACCIDENT, MISHANDLING, LIGHTNING OR FLOOD, OR OTHER ACTS OF GOD, (2) THE PRODUCT HAS NOT BEEN OPERATED IN ACCORDANCE WITH ITS OPERATING INSTRUCTIONS, (3) THE PRODUCT HAS BEEN ALTERED OR REPAIRED BY ANYONE OUTSIDE MANUFACTURER'S AUTHORIZED FACILITIES (4) ADAPTATIONS OR ACCESSORIES HAVE BEEN MADE OR ATTACHED TO THE PRODUCT WHICH, IN MANUFACTURER'S SOLE DETERMINATION, HAVE ADVERSELY AFFECTED ITS PERFORMANCE, SAFETY OR RELIABILITY. PRODUCTS SUCH AS CONTROLS AND BATTERIES HAVE THEIR OWN WARRANTIES.

M1 CROSS PLATFORM CONTROL® LIMITED WARRANTY

THE ELK-M1 AND ITS ASSOCIATED COMPONENT PRODUCTS ARE WARRANTED BY ELK PRODUCTS, INC. ("MANUFACTURER") AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF MANUFACTURE. IF PRODUCT IS FOUND TO BE DEFECTIVE DURING THE FIRST 180 DAYS, MANUFACTURER MAY ALLOW AN OVER THE COUNTER EXCHANGE, SUBJECT TO INSPECTION AND APPROVAL BY ONE OF ELK'S REPRESENTATIVES. MANUFACTURER'S OBLIGATIONS UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIRING OR REPLACING, AT ITS OPTION, FREE OF CHARGE, DURING THIS WARRANTY PERIOD, ANY PRODUCT RETURNED TO MANUFACTURER FREIGHT PREPAID. AFTER THE EXPIRATION OF THE WARRANTY PERIOD, PRODUCT WILL BE REPAIRED BASED ON A FIXED CHARGE PER DEVICE.

ELK-TS07 LIMITED WARRANTY

THE ELK-TS07 IS WARRANTED BY ELK PRODUCTS, INC. ("MANUFACTURER") AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF MANUFACTURE. MANUFACTURER'S OBLIGATIONS UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIRING OR REPLACING, AT ITS OPTION, FREE OF CHARGE, DURING THIS WARRANTY PERIOD, ANY PRODUCT RETURNED TO MANUFACTURER FREIGHT PREPAID.

ELKGUARD WARRANTY

WARRANTY ASSOCIATED WITH ELKGUARD GSM SERVICE:

ALL ELKGUARD GSM SERVICES THAT ARE OR MAY BE PROVIDED BY ELK ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ELK DISCLAIMS (A) ALL ELKGUARD GSM SERVICES WARRANTIES TO DEALER, WHETHER EXPRESS OR IMPLIED, (B) ALL EXPRESS ELKGUARD GSM SERVICES WARRANTIES TO ANY DEALER CUSTOMER, (C) ALL IMPLIED ELKGUARD GSM SERVICES WARRANTIES TO ANY DEALER CUSTOMER, AND (D) ALL ELKGUARD GSM SERVICES WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON, WHETHER EXPRESS OR IMPLIED. THE IMPLIED ELKGUARD GSM SERVICES WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL ELKGUARD GSM SERVICES WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL ELKGUARD GSM SERVICES AND ALL ELKGUARD MATERIALS SHALL BE WITH DEALER AND DEALER CUSTOMERS.

WARRANTY WITH ELKGUARD CONTROL UNIT AND/OR ASSOCIATED PERIPHERALS: WITH RESPECT TO THE ELKGUARD CONTROL UNIT AND/OR ITS ASSOCIATED PERIPHERALS ELK WARRANTS TO THE DEALER THAT THE ELKGUARD CONTROL UNIT AND/OR ITS ASSOCIATED PERIPHERALS SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF MANUFACTURE. ELK'S OBLIGATIONS UNDER THIS WARRANTY SHALL BE LIMITED TO REPAIRING OR REPLACING, AT ITS OPTION, FREE OF CHARGE, ANY ELKGUARD CONTROL UNIT OR ASSOCIATED PERIPHERAL RETURNED TO MANUFACTURER FREIGHT PREPAID. MANUFACTURER SHALL HAVE NO OBLIGATION UNDER THIS LIMITED WARRANTY OR OTHERWISE IF (1) THE PRODUCT HAS BEEN DAMAGED BY NEGLIGENCE, ACCIDENT, MISHANDLING, LIGHTNING OR FLOOD, TRANSIENTS OR SURGES, OR OTHER ACTS OF GOD, (2) THE ELKGUARD CONTROL UNIT AND/OR ITS ASSOCIATED PERIPHERALS HAS NOT BEEN OPERATED IN ACCORDANCE WITH ITS OPERATING INSTRUCTIONS, (3) THE ELKGUARD CONTROL UNIT AND/OR ITS ASSOCIATED PERIPHERALS HAS BEEN ALTERED OR REPAIRED BY ANYONE OUTSIDE ELK'S AUTHORIZED FACILITIES (4) ADAPTATIONS OR ACCESSORIES HAVE BEEN MADE OR ATTACHED TO THE ELKGUARD CONTROL UNIT AND/OR ITS ASSOCIATED PERIPHERALS WHICH, IN ELK'S SOLE DETERMINATION, HAVE ADVERSELY AFFECTED ITS PERFORMANCE, SAFETY OR RELIABILITY. SHOULD AN ELKGUARD CONTROL UNIT AND/OR ITS ASSOCIATED PERIPHERALS MALFUNCTION OR FAIL DURING ITS WARRANTY PERIOD, THE DEALER MUST CONTACT ELK OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR A RETURN AUTHORIZATION (RA) NUMBER. RETURNS MUST INCLUDE A COMPLETE DESCRIPTION OF THE PROBLEM, ALONG WITH THE RA NUMBER CLEARLY MARKED ON OUTSIDE OF THE PACKAGE. ELK WILL NOT BE RESPONSIBLE FOR ANY UNNECESSARY ITEMS INCLUDED WITH ANY RETURNED PRODUCT. THE AFOREMENTIONED WARRANTY DESCRIBED IN SECTION 9.2 IS NOT EXTENDED TO ANY DEALER CUSTOMER, SUBSCRIBER, OR ANY OTHER PERSON.

BATTERY LIMITED WARRANTY

ELK PRODUCTS, INC. ("MANUFACTURER") WARRANTS TO THE ORIGINAL PURCHASER (THE "CUSTOMER"), THAT IT'S BATTERIES SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF MANUFACTURE. MANUFACTURER'S OBLIGATIONS UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPLACING, AT ITS OPTION, FREE OF CHARGE, PRODUCT RETURNED TO MANUFACTURER FREIGHT PREPAID.

OBLIGATION

MANUFACTURER SHALL HAVE NO OBLIGATION UNDER THE STATED WARRANTIES OR OTHERWISE IF (1) THE PRODUCT HAS BEEN DAMAGED BY NEGLIGENCE, ACCIDENT, MISHANDLING, LIGHTNING OR FLOOD, OR OTHER ACTS OF GOD, (2) THE PRODUCT HAS NOT BEEN OPERATED IN ACCORDANCE WITH ITS OPERATING INSTRUCTIONS, (3) THE PRODUCT HAS BEEN ALTERED OR REPAIRED BY ANYONE OUTSIDE MANUFACTURER'S AUTHORIZED FACILITIES (4) ADAPTATIONS OR ACCESSORIES HAVE BEEN MADE OR ATTACHED TO THE PRODUCT WHICH, IN MANUFACTURER'S SOLE DETERMINATION, HAVE ADVERSELY AFFECTED ITS PERFORMANCE, SAFETY OR RELIABILITY.

OBTAINING WARRANTY

IF A PRODUCT SHOULD MALFUNCTION OR FAIL DURING IT'S WARRANTY PERIOD, CONTACT MANUFACTURER OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR A RETURN AUTHORIZATION (RA) NUMBER. RETURNED PRODUCTS MUST INCLUDE A COMPLETE DESCRIPTION OF THE PROBLEM, ALONG WITH THE RA NUMBER CLEARLY MARKED ON OUTSIDE OF THE PACKAGE. MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY UNNECESSARY ITEMS INCLUDED WITH ANY RETURNED PRODUCT.

IMPORTANT NOTICE TO BUYERS: TO ENSURE THAT CUSTOMERS OBTAIN PROPER SERVICE AND SUPPORT, ELK PRODUCTS INC. SELLS ITS PRODUCTS ONLY THROUGH AUTHORIZED RESELLERS. ANY ELK PRODUCTS PURCHASED FROM AN UNAUTHORIZED SOURCE WILL NOT BE COVERED UNDER ELK PRODUCTS' EXISTING WARRANTY POLICY. ANY SALE OF PRODUCTS BY AN UNAUTHORIZED SOURCE OR OTHER MANNER NOT AUTHORIZED BY ELK PRODUCTS, INC. WILL VOID THE WARRANTY ON THE APPLICABLE PRODUCT. FOR A LIST OF AUTHORIZED RESELLERS, CLICK [WHERE TO BUY](#).

THIS WARRANTY IS THE EXCLUSIVE WARRANTY FOR ANY PRODUCT. MANUFACTURER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. MANUFACTURER SHALL NOT BE LIABLE IN TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. MANUFACTURER'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATION UNDER THIS LIMITED WARRANTY OR ANY OTHER LIABILITY IN CONNECTION WITH A PRODUCT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE RECEIVED BY MANUFACTURER FOR THE PRODUCT. THE REMEDIES STATED IN THIS LIMITED WARRANTY ARE THE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST MANUFACTURER REGARDING ANY PRODUCT. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, INCONVENIENCE OR INTERRUPTIONS IN OPERATIONS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND. THESE LIMITATIONS AND DISCLAIMERS ARE NOT MADE BY MANUFACTURER WHERE PROHIBITED BY LAW. SOME STATES PROHIBIT LIMITATIONS OF WARRANTIES AND THE CUSTOMER MAY HAVE ADDITIONAL RIGHTS IN THOSE STATES.

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