

TREND CONTROL SYSTEMS LIMITED (TCS) FACTORY WARRANTY

All Controllers and Auxiliary Products Two-Year Factory Warranty Exception IQ4 controllers installed together with the IQ4 I/O Five-Year Factory Warranty (controllers and I/O modules only)

The limited warranty provided by **TCS** in this Statement of Limited Factory Warranty applies only to products you purchase for your commercial or industrial use in the ordinary course of your business.

Terms of Warranty

TCS warrants that the product shall be free from defects in materials and workmanship for a period stated above from the date of manufacture. This warranty covers repairing or replacing any defective parts. Onsite labor and travel costs are not included. In the event that the product fails to meet the foregoing warranty criteria, the warranty covers the repair or replacement of defective parts at the sole discretion of **TCS** for a period stated above from the manufacture date. Repair or replacement of a defective product or part thereof does not extend the original warranty period. Any parts furnished under this warranty may be new or factory remanufactured.

Non-transferable Warranty

This warranty is extended to the first person, firm, association or corporation (herein referred to by "You" or "Your") for whom the **TCL** product specified herein has been purchased. This warranty is not transferable or assignable without the prior written permission of **TCS**.

Drawings, descriptions

TCS warrants for the warranty period and on the terms of the warranty set forth herein that the **TCS** product will substantially conform to the descriptions contained in the **TCS** Official Published Specifications or any of the drawings certified and agreed to by contract with **TCS** if applicable thereto ("Specifications"). It is understood that the Specifications are not warranties of performance and not warranties of fitness for a particular purpose.

Exclusions

TCS shall not be liable under the warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by end user or any third person misuse, negligence, improper installation or testing. Further **TCS** shall not be liable under the warranty for unauthorized attempts to repair or modify wrong or inadequate electrical voltage or connection, inappropriate on-site operation conditions, corrosive atmosphere, repair, installation, a change in location or operating use, exposure to the elements, Acts of God, fire, theft, or installation contrary to **TCS** recommendations or specifications or in any event if the **TCS** serial number has been altered, defaced, or removed, or any other cause beyond the range of the intended use.

Trend Control Systems Limited

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TCS WARRANTIES RUN ONLY TO PURCHASER AND ARE NOT EXTENDED TO ANY THIRD PARTIES. IN NO EVENT SHALL TCS, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE, SERVICE OR INSTALLATION, OF THE PRODUCTS, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER TCS HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, SPECIFICALLY, TCS IS NOT LIABLE FOR ANY COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF USE OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUANTS, CLAIMS BY THIRD PARTIES, OR OTHERWISE. NO SALESMAN, EMPLOYEE OR AGENT OF TCS IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. WARRANTY TERMS MAY BE MODIFIED, IF AT ALL, ONLY IN WRITING SIGNED BY TCS LEGAL DEPARTMENT.

Warranty Claims

Warranty claims need to be sent to: rma@trendcontrols.com

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