

WARRANTY

ITT ENIDINE

ITT warrants that at the time of shipment the products manufactured by ITT and sold hereunder will be free from defects in material and workmanship, and will conform to specification. Buyer shall notify ITT immediately if any defect within this warranty should appear.

A. **Warranty Adjustment.** (1) If any defect within this warranty appears, Buyer shall notify ITT immediately. (2) ITT agrees to repair or furnish a replacement for, but not install, any product which within twelve (12) months from the date of shipment by ITT shall upon examination by ITT prove defective within the above warranty. (3) No product will be accepted for return or replacement without written authorization of ITT. Upon such authorization, and in accordance with instructions by ITT, the product will be returned shipping charges prepaid by Buyer. Replacements made under this warranty will be shipped prepaid by Seller.

B. **Exclusions From Warranty.** (1) This warranty does not extend to any product manufactured by ITT which has been subjected to misuse, neglect, accident, improper installation or to use in violation of instructions furnished by ITT. (2) This warranty does not extend to or apply to any unit which has been repaired or altered at any place other than at ITT's factory, or by persons not expressly approved by ITT. (3) Components purchased by Buyer from any supplier other than ITT shall bear only the warranty given by the manufacturer of that product, and ITT assumes no responsibility for the interface of its product with any other product.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE, OR OTHERWISE.