

LINK 30 Years Product Warranty



1. Limited Product Warranty.

For purposes of this Limited Product Warranty, "LINK" means LINK (Far-East) Corporation, and its subsidiaries and affiliates (the "Affiliates"). "LINK products" mean all products that LINK and its Affiliates manufacture and/or sell with LINK or its Affiliates' brand-names. When installed properly, LINK warrants that the LINK product, and each part or component of the LINK product, will comply with LINK's published specifications and will be free from defects in material and workmanship for a period of 30 years from the date of invoice from LINK or its authorized distributor (the "Warranty Period").

2. Remedies.

LINK's sole and exclusive obligation and Buyer's exclusive remedy under this warranty is LINK's repair or replacement of the defective LINK product. LINK shall have sole discretion as to which of these remedies LINK will provide to Buyer. For any defective firmware contained in the LINK product, LINK will provide Buyer with updated firmware only and Buyer will be solely responsible for its installation. Buyer-requested onsite warranty service is not covered and will be at Buyer's sole expense, unless authorized in writing by LINK in advance. LINK has the right to either examine the LINK product where it is located or, in its sole discretion, issue shipping instructions for return of the LINK product to LINK or LINK's third-party authorized service center. Where applicable, Buyer must return the defective product, part or component, transportation prepaid to LINK's customer service department or LINK's third-party authorized service center accompanied by LINK's Return Material Authorization. If LINK confirms that there is a defect that is covered by this warranty, the repaired or replaced LINK product will be warranted for the remainder of the warranty period applicable to the originally shipped LINK product. If requested by LINK, Buyer must provide a proof of purchase, including date of purchase, in order to receive warranty coverage.

3. Exclusions.

Before using, Buyer shall determine the suitability of the LINK product for his/her intended use and Buyer assumes all risk and liability whatsoever in connection therewith. The warranties contained herein shall not apply to any LINK product that has been modified by persons other than LINK or persons authorized by LINK. In addition, this warranty does not cover any defects resulting from: (a) normal wear and tear, (b) misuse or abuse; (c) neglect; (d) improper storage handling, operations, maintenance, repair or alteration; (e) accidental damage beyond LINK's control such as fire, storm or water damage; (f) Buyer-supplied firmware or unauthorized interfacing; (g) operation outside of the environmental specifications for the products; (h) repairs or alterations made by parties unauthorized by LINK or (i) improper installation or inadequate site preparation or maintenance by Buyer. LINK does not warrant that the operation of the firmware contained in the Products will be uninterrupted or error-free. LINK products are not designed, intended or authorized to be used in medical applications or as components in medical devices that are used to sustain or support human life. Should Buyer purchase or use a LINK product for any such unintended or unauthorized medical application or device, Buyer shall indemnify and hold LINK harmless from any liability or damage whatsoever arising out of the use of LINK LINK in such medical applications.

4. LIMITATION ON LIABILITY.

THE WARRANTIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE ARE DISCLAIMED. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL "LINK" BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM ANY "LINK" PRODUCT WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR LOSS OF DATA, LOSS OF ACTUAL OR ANTICIPATED REVENUE, PROFITS OR SAVINGS.

5. General.

This Limited Product Warranty applies to the LINK products only and not to any combination or assembly of the LINK products. Nothing in this Limited Product Warranty shall be construed to provide Buyer with a warranty for any system implementation using LINK products.