

Warranty And Warranty Adjustments

NIGHTSUN® ENHANCED AND NIGHTSUN® IFCO ENHANCED SEARCHLIGHT SYSTEMS, ACCESSORIES, COMPONENTS AND SPARE PARTS

Spectrolab, Inc. shall hereinafter be referred to as Seller and Purchaser of Spectrolab products shall hereinafter be referred to as Buyer.

Seller warrants the products delivered hereunder to be free from defects in workmanship or materials. It is a condition precedent to the enforcement of any Warranty hereunder that Buyer give written notice to Seller of any claimed defect within ten (10) days of discovery thereof and allow examination by Spectrolab or Spectrolab representatives of the parts claimed to be defective and furnish any reasonable available information concerning the circumstances of such failure. The warranties do not extend to any item which has been subject to misuse, neglect, or accident, or which has been damaged through abuse, improper installation or application, alteration, or negligence in use, storage, transportation or handling; and no adjustment shall be allowed for items on which the original identification markings have been removed, defaced, or altered; or to operation not in accordance with operating practices set forth in the applicable operation and maintenance manual or other document supplied by Seller, or to equipment which has been repaired or modified using parts or procedures other than those approved by seller or their technical equivalents.

The obligations of Seller with regard to all warranties hereunder shall be limited to a period of three (3) years from the date the items are shipped to the actual user. Returns will not be accepted unless prior authorization is obtained from Seller. Upon receipt of notice of claim, Seller, without unreasonable delay, will either issue return authorization to Buyer, inspect the product in place, or advise other handling procedure. Items returned to Seller will be subject to adjustment only if return is made in accordance with packing and shipping instructions issued by Seller.

Adjustment by Seller will be either by giving credit for, or repairing or replacing, with reasonable promptness, any parts or material which Seller's examination shall disclose to be thus defective. Determination of claim and choice of adjustment will be made by Seller upon receipt of detailed written explanation of alleged defects and examination of affected parts or material.

Should evaluation disclose that a defect has occurred as a result of misapplication, neglect, improper installation, repair, alteration or accident, then the claim shall be disallowed. Buyer will be notified thereof; and, unless other arrangements are made by the Buyer within thirty (30) days after such notification, Seller will return the item to the Buyer collect.

The responsibility for maintenance of service records rests with the Buyer and all claims should be supported by summary extracts of pertinent records. Lack of adequate documentation may be considered justification for rejection of claims. In any event, no adjustment will be made on any claims presented later than the applicable warranty period.

In the event of failure of any components delivered as part of Seller's equipment, but not manufactured by Seller, assistance will be given the customer in obtaining, from the original manufacturer, reasonable adjustment under the manufacturer's warranty. The most favorable warranty offered by the manufacturer of the source lamps used in the equipment will be passed to the Buyer to the extent that Seller is empowered to do so, as detailed in a separate lamp warranty form specific to each lamp. The lamp warranty will be void if the lamp is operated under conditions other than specified in the applicable operation and maintenance manual or specific lamp warranty.

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The cost of shipment and insurance for return of defective items and reshipment or repaired or replaced items shall be borne by the Seller. Buyer assumes all risks and costs for loss or damage during shipments to and from Seller. If, in the judgment of the Seller, the item is found not to be defective or found to be damaged by misuse, it will be returned to the purchaser with repair and transportation charges billed collect.

This warranty does not constitute any guarantee that the warranted products will function without maintenance or periodic overhaul for the stated period, since the service life of many components is restricted by "state of the art" conditions and thus is beyond Seller's immediate control.

The warranties set forth herein are specifically in lieu of all other warranties express or implied, or otherwise created by law, except that Seller does expressly warrant that title to such items delivered to the Buyer shall be clear. In no event shall Seller be liable for incidental or consequential damages.

Seller's election not to enforce the provisions hereof shall in no way be deemed a waiver of such provisions, and Seller reserves the right to enforce said provisions thereafter.

ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE NOT SPECIFICALLY STATED IS EXPRESSLY EXCLUDED .

