



STANDARD WARRANTY

ACI warrants to buyer that the products sold hereunder are free from defects in material and workmanship under normal use and service, subject to the exceptions stated herein. Products purchased are warranted for a period of one (1) year from the date of shipment to the original buyer. Those products that ACI subcontracts and resells to original customers will carry the manufacturer's warranty from the date of shipment to the original buyer. If any products purchased from ACI are defective or do not conform to the contract for sale, buyer must so notify ACI promptly after receipt of the products and ACI, or its authorized or designated representative, shall have the right to inspect the goods on buyer's premises. If ACI determines the product was defective at the time of delivery, at ACI's direction, buyer may either return the product with shipping charges prepaid to ACI and obtain a refund of the purchase price or may return the defective product to ACI for repair or replacement. Claims for nonconforming orders will not be considered unless made in writing to ACI within ten (10) days after buyer's receipt of the products. Since ACI's responsibility ceases upon delivery of the products in good order to a carrier, any claims for damage or shortage in transit must be brought against the carrier.

ACI warrants only that the products supplied hereunder shall conform to the specifications furnished by or approved by ACI, that it will convey good title thereto and that the products will be delivered free from any security interest or other lien or encumbrance. THERE ARE NO WARRANTIES OF MERCHANTABILITY, OR OF FITNESS OF SAID PRODUCTS FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED EXCEPT AS HEREIN SET FORTH.

No agent, distributor, or other party is authorized to make any warranties on behalf of ACI or to assume for ACI any other liability in connection with any of ACI's products.

REMEDY

LIABILITY TO ACI AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THE CONTRACT IS EXPRESSLY LIMITED TO REPLACEMENT BY BUYER OF NONCONFORMING PRODUCTS, CORRECTION OF DEFECTS BY REPAIR OR AT ACI'S OPTION PAYMENT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCTS FOR WHICH DAMAGES ARE CLAIMED. ACI SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ACI assumes no warranty liability with respect to defects in its product caused by:

- (a) Buyer's modification of the product.
- (b) Buyer's attempt to repair the product.
- (c) Buyer's negligent, accidental, or other improper use of the product.
- (d) Buyer's installation, operation, or maintenance of the product other than in a manner described in ACI's installation instructions, if applicable.

The ACI warranty for equipment purchased from other manufacturers and distributors by ACI and supplied as part of an ACI system shall be limited to those warranties, if any, offered by the equipment manufacturer. ACI does not assume any warranty liability for any items purchased by buyer either for drop shipment to ACI for factory installation and wiring or for installation and wiring by buyer at his facility. Any repairs made by ACI after the warranty period are warranted for ninety (90) days from the date of repair or date of return shipment to buyer, whichever is applicable.