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### **TEN YEAR LIMITED WARRANTY**

**Energy Control Systems** warrants for a period of **Ten (10) years** from date of retail purchase that if its **RM** series of product ceases to properly function as a direct result of any electrical anomaly, including lightning, **Energy Control Systems** will repair or replace the product without charge, subject to the terms and conditions set forth herein. If, in the sole subjective opinion of **Energy Control Systems** the product has been modified, altered, tampered with, misused or misapplied or repaired by any entity other than **Energy Control Systems**, or subjected to abuse, the warranty is void. The warranty shall not apply unless the product is installed by a qualified licensed and/or bonded electrician. The warranty period for repaired or replacement products shall be only the remaining portion of the original limited warranty. Any defect appearing more than ten (10) years from the date of delivery to purchaser, shall be deemed to be due to ordinary wear and tear.

**Energy Control Systems**, however, assumes no risk or liability resulting from the use of its products, including but without limiting the generality of the foregoing: (1) The use of this product in combination with any electrical or electronic components, circuits, systems, assemblies or any other materials or substances; (2) unsuitability of this product for use in any circuit or assembly. All warranty inspections and parts must be obtained at **Energy Control Systems**. The giving of, or failure to give, any advice or recommendations by **Energy Control Systems** shall not constitute any warranty by or impose any liability upon **Energy Control Systems**.

THIS WARRANTY DOES NOT GUARANTEE UNINTERRUPTED ELECTRIC SERVICE. REPAIR OR REPLACEMENT IS THE EXCLUSIVE REMEDY OF THE RETAIL END USER PURCHASER. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE; ALL OF WHICH ARE HEREBY EXCLUDED AND EXPRESSLY DISCLAIMED. **ENERGY CONTROL SYSTEMS** SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, THE EXPENSE OF INSTALLATION OR REMOVAL, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF COMPUTERIZED OR OTHER DATA, DAMAGE TO ANY ELECTRIC OR ELECTRICAL EQUIPMENT, INCONVENIENCE AND/OR FOR THIRD PARTY CLAIMS MADE AGAINST THE WHOLESALE OR RETAIL PURCHASER OF THIS PRODUCT, EVEN IF BEFORE OR AFTER PURCHASE **ENERGY CONTROL SYSTEMS** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **ENERGY CONTROL SYSTEMS** TOTAL LIABILITY FOR ANY CLAIM MADE AGAINST IT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID TO **ENERGY CONTROL SYSTEMS'** FOR THE DEFECTIVE PRODUCT.

As a condition precedent to **Energy Control Systems'** performance pursuant to this Warranty, Purchaser must return this product within the Warranty period FOB **ENERGY CONTROL SYSTEMS** place of business in Fort Worth, Texas.

*Please call 1-817-483-8497 for warranty return procedures. Return authorization is required.*