

# Limited Warranty Meter Limited Warranty

Subject to the exclusions listed below, E-Mon will either repair or replace (at its option) any product that it manufactures and which contains a defect in material or workmanship.

The following exclusions apply:

1. This Limited Warranty is only effective for a period of (5) five years following the date of manufacture when installed in accordance with manufacturer's instructions by qualified personnel.
2. E-Mon must be notified of the defect within ninety (90) days after the defect becomes apparent or known.
3. Buyer's remedies shall be limited to repair or replacement of the product or component which failed to conform to E-Mon's express warranty set forth above.
4. Buyer shall be responsible for all freight costs and shall bear all risk of loss or damage to returned goods while in transit.
5. This Limited Warranty does not cover installation, removal, reinstallation, or labor costs, and excludes normal wear and tear. Buyer shall provide labor for the removal of the defective component or item and installation of its replacement at no charge to E-Mon.
6. This Limited Warranty does not cover any product if: (i) a product is altered or modified from its original manufactured condition, (ii) any repairs, alterations or other work has been performed by Buyer or others on such item, other than work performed with E-Mon's authorization and according to its approved procedures; (iii) the alleged defect is a result of abuse, misuse, improper maintenance, improper installation, accident or the negligence of any party; (iv) damaged as a result of events beyond E-Mon's control or other force majeure events or (v) used in conjunction with equipment, components, accessories, parts or materials not supplied or approved by E-Mon.
7. This Limited Warranty is limited to the obligation to repair and replace the manufactured product. This is the sole and exclusive remedy for breach of any warranty. IN NO EVENT SHALL E-MON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGE FOR LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH FURNISHING OF PRODUCTS, PARTS OR SERVICES, OR THE PERFORMANCE, USE OF, OR INABILITY TO USE ANY PRODUCTS, PARTS OR SERVICES, SALE OF OR OTHERWISE, WHETHER BASED IN CONTRACT, WARRANTY, TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
8. EXCEPT AS EXPRESSLY PROVIDED HEREIN, E-MON MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO ANY PRODUCTS, PARTS OR SERVICES PROVIDED BY E-MON INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS OR COMPONENTS DISTRIBUTED, BUT NOT MANUFACTURED, BY E-MON ARE NOT WARRANTED BY E-MON AND BUYER MUST INSTEAD RELY ON THE REPRESENTATIONS AND WARRANTIES, IF ANY, PROVIDED DIRECTLY TO THE BUYER BY THE MANUFACTURER OF SUCH PRODUCT OR COMPONENT.