



## **Standard Warranty**

### **Express Warranty, Limitation, Exclusion, and Disclaimer of Unstated Warranties**

Martin International Enclosures, LLC ("Seller") warrants, for a period of one (1) year from the date of purchase to the original purchaser only, that products manufactured by Seller and supplied hereunder shall conform to Seller's published specifications and shall be free from defects in material and workmanship.

If a failure to conform to specifications or a defect in materials or workmanship is discovered during the warranty period, the purchaser must promptly provide written notification to Seller, and such notification must be received by Seller no later than thirty (30) days after discovery of the nonconformity or defect.

If any product covered by this warranty is determined to be defective or nonconforming during the warranty period, Seller shall, at its sole option and discretion, repair or replace such product or refund to the purchaser that portion of the purchase price allocable to the defective or nonconforming product. Examination and repair or replacement will be effected, at Seller's option, either on location or at Seller's facilities.

The purchaser is responsible for prepaying freight charges to return products to Seller for inspection or warranty repair, or for Seller's travel expenses to inspect the products on location. Products must be returned within the warranty period and, if discovered on the last day of the period, no later than thirty (30) days after expiration. If inspection shows the products conform to specifications and are free of defects, the purchaser shall be responsible for all return shipping costs and Seller's expenses, including service time and transportation fees. If the product fails to conform during the warranty period, Seller shall pay for reasonable shipping or transportation costs within the continental United States.

This warranty applies only to products manufactured by Seller. Electrical and other components not manufactured by Seller are excluded from this warranty, though they may be covered by the original manufacturer's warranty. Normal wear and tear, as well as damage caused by abuse, misuse, negligence, modification, improper installation, or accident, are specifically excluded.

This warranty is exclusive and in lieu of all other warranties, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Purchaser's sole and exclusive remedy under this warranty, whether in contract, tort, or otherwise, is limited to repair, replacement, or refund as described herein. Seller shall not be liable for special, indirect, incidental, or consequential damages.

## **Extended Warranty**

### **Extended Coverage**

In addition to the Standard Warranty, Martin International Enclosures LLC offers an Extended Warranty that provides a total coverage period of three (3) years from the date of purchase. The first year is covered under the Standard Warranty, and the Extended Warranty extends coverage for an additional two (2) years.

### **Scope of Coverage**

The Extended Warranty applies only to products manufactured by Seller and subject to all of the same limitations, exclusions, and claim requirements of the Standard Warranty. It does not extend or expand any coverage for electrical or third-party components, nor does it create any new warranties beyond those expressly stated in the Standard Warranty.

### **Exclusions Specific to Extended Warranty**

In addition to the exclusions listed in the Standard Warranty, the Extended Warranty does not cover consumable items (such as filters, gaskets, or other parts subject to routine replacement), nor does it cover deterioration or failure due to normal aging beyond the expected useful life of the product.

### **Remedies and Discretion**

The remedies available under the Extended Warranty are identical to those under the Standard Warranty (repair, replacement, or refund of the allocable purchase price). However, Seller retains sole discretion to determine which remedy will be provided.

### **Liability Limitations**

The Extended Warranty carries the same limitations of liability as the Standard Warranty, with an expanded clarification that Seller shall not be liable for lost profits, downtime, or loss of use in addition to incidental or consequential damages.

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