



Total Customer Satisfaction / Limited Product Warranty

A. **Total Customer Satisfaction.** Larson Davis, a Division of PCB Piezotronics, Inc. ("LD") guarantees Total Customer Satisfaction. If, at any time you are not completely satisfied with any LD product, LD will repair, replace or exchange it at no charge, except as otherwise provided in this Limited Warranty. The customer's right to repair, replace or exchange of any LD product without additional charge shall be for a period of two (2) years from the original date of purchase. The employees of LD strive to provide superior, unmatched customer service. Should you find yourself dissatisfied with any LD product for any reason, consult a LD Application engineer or local representative/ distributor to discuss your situation.

B. **Purchase Price Refund/Limited Warranty.** In furtherance of LD's commitment to Total Customer Satisfaction, LD will, for a period of one (1) year from date of original purchase, refund 100% of the Buyer's purchase price for any stock or standard LD product with which the original purchaser ("Buyer") is not completely satisfied, subject to the exceptions contained in Paragraph I of this Limited Warranty. The option of a refund may be selected during this one (1) year period in lieu of repair, replacement or exchange of the stock or standard product.

The date of original purchase referred to above in Paragraphs A and B of this Limited Warranty shall be deemed to be (i) the date of installation for any product installed by LD and (ii) thirty (30) days from the date of shipment for any product not installed by LD.

Extended Labor Warranty. In furtherance of LD's commitment to Total Customer Satisfaction, LD offers an extended labor warranty of one (1) year on all products calibrated or certified by a factory technician at any time or from time-to-time during the first seven years of the product life from date of manufacture. The calibration / factory recertification constitutes a factory recertification by LD of the product to its original specifications. The customer's sole remedy pursuant to this extended warranty is to receive free labor for any repairs required during the period in which the extended warranty is effective. This extended labor warranty is subject to the limitations as outlined in Paragraph I of this Limited Warranty.

Service & Repair Limited Warranty. In addition to the limited warranties set forth above, LD offers a 90-day parts and labor limited warranty for all repair work performed at the factory. This warranty is limited to parts repaired or replaced at the factory by LD. This warranty is also subject to the limitations as outlined in Paragraph I of this Limited Warranty.

C. **Shipping Charges.** Buyer will return the product freight prepaid by Buyer to an authorized LD service center. The product will be returned to the Buyer freight prepaid by LD.

D. **Products Manufactured by Others.** This Limited Warranty does not cover any products manufactured by others. Such products are subject to the warranty, if any, of their respective manufacturers, and to be repaired only by a respective authorized service person for such products. LD shall have no obligation to undertake repairs of products manufactured by others.

E. **NO EXTENSION OF STATUTE OF LIMITATIONS.** ANY REPAIRS PERFORMED UNDER THIS LIMITED WARRANTY SHALL NOT IN ANY WAY EXTEND THE STATUTE OF LIMITATIONS FOR CLAIMS UNDER THIS LIMITED WARRANTY.

F. **WAIVER OF OTHER WARRANTIES.** THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. **NO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** LD'S SOLE OBLIGATIONS UNDER ITS LIMITED WARRANTY ARE SET FORTH ABOVE IN PARAGRAPHS A, B AND C. IN NO EVENT SHALL LD BE LIABLE TO THE BUYER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES CONNECTED WITH THE USE OF THE PRODUCT UNDER THIS LIMITED WARRANTY. SUCH DAMAGES FOR WHICH LD SHALL NOT BE RESPONSIBLE INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOST TIME AND CONVENIENCE, LOSS OF USE OF THE PRODUCT, THE COST OF A PRODUCT RENTAL, COSTS OF GASOLINE, TELEPHONE, TRAVEL OR LODGING, AND THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY.

H. **NO LIABILITY IN EXCESS OF PURCHASE PRICE.** IN NO EVENT SHALL LD'S OBLIGATIONS UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT PLUS ANY SHIPPING CHARGES THAT LD MAY BE OBLIGATED TO PAY PURSUANT TO PARAGRAPH C ABOVE.

I. **ADDITIONAL EXCLUSIONS FROM THIS LIMITED WARRANTY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:

1. EQUIPMENT THAT HAS BEEN ABUSED, DAMAGED, USED BEYOND RATED CAPACITY, OPENED, OR PRODUCTS THAT HAVE BEEN OPENED (I.E., REMOVAL OF OUTER CASING OF PRODUCT), OR REPAIRED BY PERSONS OTHER THAN AUTHORIZED SERVICE PERSONNEL.

2. PRODUCTS MANUFACTURED BY OTHERS. EXAMPLES OF THIRD PARTY PRODUCTS NOT COVERED BY THIS WARRANTY INCLUDE BATTERIES, WEATHER SENSORS, SOLAR PANELS AND MODEMS.

3. CONSUMABLES, MEANING PARTS THAT, BASED ON PRODUCT LIFE, CAN BE EXPECTED TO BE REPLACED ON A REGULAR BASIS – TYPICAL EXAMPLES INCLUDE DESICCANT, WINDSCREEN FOAM AND BATTERIES.

4. DAMAGE CAUSED BY ACTS OF GOD THAT INCLUDE, BUT ARE NOT LIMITED TO, HAILSTORMS, WINDSTORMS, HURRICANES, TORNADOES,

SANDSTORMS, ACID RAIN, CHEMICAL DEPOSITS, LIGHTNING, FLOODS AND EARTHQUAKES.

5. DAMAGE UNDER CONDITIONS CAUSED BY FIRE OR ACCIDENT, BY ABUSE OR BY NEGLIGENCE OF THE USER OR ANY OTHER PERSON OTHER THAN LD, BY VANDALISM, BY IMPROPER INSTALLATION, BY MISUSE, BY INCORRECT OPERATION, BY “NORMAL WEAR AND TEAR”, BY IMPROPER ADJUSTMENT OR ALTERATION, BY ALTERATIONS NOT COMPLETED BY AUTHORIZED SERVICE PERSONNEL, OR BY FAILURE OF PRODUCTS PARTS FROM SUCH ALTERATIONS.

6. COSTS OF REPAIRING DAMAGE CAUSED BY POOR OR IMPROPER MAINTENANCE OR UNAUTHORIZED REPAIR.

7. COSTS OF MODIFYING THE PRODUCT IN ANY WAY ONCE DELIVERED TO THE BUYER, EVEN IF SUCH MODIFICATIONS WERE ADDED AS A PRODUCTION CHANGE ON OTHER PRODUCTS MADE AFTER THE BUYER’S PRODUCT WAS BUILT.

J. **Procedure for Warranty Performance.** If the product fails to perform to LD's specifications, the Buyer must provide LD with the applicable model and serial numbers, the date of purchase, and the nature of the problem.

K. **Authority to Alter This Limited Warranty.** No agent, representative, or distributor of LD has any authority to alter the terms of this Limited Warranty in any way. This Limited Warranty may be altered only in writing by an authorized officer of LD.