Net Controls, LLC Warranty

Each product sold by Net Controls, LLC (NET CONTROLS) is warranted to be free from the manufacturing defects that adversely affect the normal functioning thereof during the twelve (12) month period immediately following delivery thereof by NET CONTROLS (or in the case of products or components of any product purchased by NET CONTROLS from another for any lesser period of time that such manufacturer warrants said product or component to NET CONTROLS), provided that the same is properly operated under conditions of normal use and that regular, periodic maintenance and service is performed or replacements made, in accordance with the instructions provided by NET CONTROLS. The foregoing warranty shall not apply to any product or component that has been repaired or altered by anyone other than an authorized NET CONTROLS representative or that has been subject to improper installation or abuse, misuse, negligence or accident. NET CONTROLS shall not be liable for any damage, loss, or expense, whether consequential, special, incidental, direct or otherwise, caused by, arising out of or connected with the manufacture, delivery (including any delay in or failure to deliver), packaging, storage or use of any product sold or delivered by NET CONTROLS. In the event that THE NET CONTROLS' product shall fail to conform to the foregoing warranty or to the description thereof contained herein, the purchaser thereof, as its exclusive remedy, shall upon prompt notice to NET CONTROLS of any such defect or failure and upon the return of the product, part or component in question to NET CONTROLS at it's factory, with transportation charges prepaid, and upon NET CONTROLS's inspection confirming the existence of any defect inconsistent with said warranty of any such failure, be entitled to have such defect or failure cured at the NET CONTROLS factory and at no charge therefore, by replacement or repair of said product, as NET CONTROLS may elect. NET CONTROLS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY OR MERCHANTABILITY), EXCEPT FOR THE FOREGOING WARRANTY AND THE WARRANTY THAT EACH PRODUCT SHALL CONFORM TO THE DESCRIPTION THEREOF CONTAINED HEREIN, and no warranty shall be implied by law.