



IMPORTANT NOTICE

GUARANTEE / WARRANTY

1. Impro warrants that the products furnished under this agreement will be free from material defects in material and workmanship for a period of three years from the date of shipment. CUSTOMER shall provide notice to Impro of each such defect within one week after CUSTOMER's discovery of such defect. The sole obligation and liability of Impro under this warranty shall be to repair or replace at its sole discretion, but without cost to CUSTOMER, the product which is so defective and as to which such notice is given.
2. Upon request by Impro the product or part claimed to defective shall immediately be returned at CUSTOMER's expense to Impro. Replaced or repaired products or parts will be shipped to CUSTOMER at the expense of Impro.
3. There shall be no warranty or liability for any product which has been subject to misuse, accident, negligence, failure of electric power or modification by CUSTOMER without Impro's written consent. Final determination of warranty eligibility shall be made by Impro. If a warranty claim is considered invalid for any reason CUSTOMER will be charged for services performed and expenses incurred by Impro in handling and shipping the returned item.
4. As to replacement parts supplied or repairs made during the original warranty period, the warranty period of the replacement or repaired part shall terminate with the termination of the warranty period with respect to the original product.
5. As Impro has no control over where the product is used, or how it is installed, no liability for any consequential damage can be accepted, whether due to malfunction, design, deficiency, implementation or any cause whatsoever.
6. Impro does not guarantee interfacing compatibility of any product with any third party equipment, regardless of any standards which may be applicable. Connecting third party equipment to any Impro product may compromise the functionality of the Impro equipment and render it inoperative.
7. Impro shall have no liability for consequential loss suffered by CUSTOMER or its customer and CUSTOMER hereby waives and abandons any right which it may have to claim damages from Impro or to join Impro as a defendant in any action for damages which may be brought against CUSTOMER by reason, direct or indirect of any defect in any unit, and indemnifies Impro against any claim for damages which may be made against it by CUSTOMER's customer by reason direct or indirect of any defect in the unit.
8. The foregoing warranty constitutes Impro's sole liability and CUSTOMER's sole remedy with respect to the products and is in lieu of all other warranties, liabilities and remedies, except as thus provided, Impro disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
9. Impro reserves the right to nullify the products' guarantee or warranty where the metal-oxide varistors have not been properly installed.

