

BALKAMP

BKN - Warranty Code 552 – See Manufacturer's Complete Written Policy Manufacturer: Electronic Controls Company

Limited Warranty

Seller warrants that on the date of purchase the goods will conform to Seller's specifications for the same (which are available from Seller upon request). This Limited Warranty extends for the shortest time period for such goods set forth in the Seller's Installation and Operations Instructions ("Instructions"), Seller's current product guide or Seller's current price list. During this warranty period, Seller will, at its discretion, repair or replace, as Seller may elect, any part of such goods which after examination by Seller, is found not to conform with the Limited Warranty. The Limited Warranty does not apply to any goods that have been subject to installation or use inconsistent with the Instructions; tampering, accident, abuse, misuse, negligence, unapproved modifications, fire or other hazard; not being maintained in accordance with the maintenance procedures set forth in the Instructions; or alteration, repair, neglect, accident or the like. Oral statements or representations about the goods that may have been made by salespeople, dealers, agents, manufacturer's representatives or others do not constitute warranties. This Limited Warranty may not be amended, modified, or enlarged except by a written agreement signed by an authorized official of Seller that expressly refers to this Limited Warranty.

ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE), OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE GOODS ARE HEREBY EXCLUDED AND DISCLAIMED, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.