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## **TWO-YEAR WARRANTY**

8300 Series Low Energy Power Operators (8318, 8319, 8321) and 8400 Series Low Energy Operators (8418, 8419, 8420, 8421, 8422, 8423).

Subject to the limitations of liability set forth below, Hager Companies (the "Company") warrants to purchasers that the products identified above which the Company sells under the "Hager" trademark or trade name are free from defects in workmanship and materials under normal use and regular service and maintenance for a period of two years from date of delivery.\*

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

This warranty does not cover defects or damage arising from improper installation, incorrect application, lack of or improper maintenance, improper storage, shipping and handling, excessive wear and tear, misuse, abuse, accident, unauthorized service, or use with unauthorized products or parts. This warranty is voided if the product is not installed using a 120VAC @ 60hz power method.

The sole and exclusive liability of the Company under this warranty or otherwise, shall be limited to the repair or replacement of any product or component part which shall prove defective to the original purchaser from the Company. The Company, as covered in these limited warranties, will not cover the costs for the removal and reinstallation of products, shipping and freight expenses required to return the product, or any other related incidental, or indirect punitive damages. THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL THE COMPANY'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. PURCHASER AGREES THAT IN NO EVENT SHALL THE COMPANY'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM USE OF THESE PRODUCTS, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. The term "consequential damages" shall include, but not limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment. The foregoing limitations and exclusions are intended to be effective to the maximum extent permitted by law. This warranty is governed by the law of the State of Missouri without regard to its conflicts of law principles. The company and purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to sales of the products covered by this warranty.

Written notice of a product believed to be defective as covered by this warranty should be emailed to Hager Companies, at [techconnect@hagerco.com](mailto:techconnect@hagerco.com) within 30 days from the discovery of the alleged defects, and should include the purchaser's name and address, identification of the product, and brief description of the defect. Upon receipt of such notice, the Company will inform the purchaser where to ship such product, shipping charges prepaid, for examination. In the event such examination reveals a defect covered by this warranty, the Company will, at its own option, repair or replace the product, and return it or the replacement to the purchaser, with charge only for transportation.