



Tesla™ Industries, Inc. Limited Three Year Warranty

Tesla™ Industries, Inc. warrants this product against defects in materials and workmanship for a period of three years from the date of original retail purchase (proof of purchase required). If Tesla™ Industries receives notice of such defects during the warranty period, Tesla™ Industries will either, at its option, repair or replace products which prove to be defective.

This Limited Warranty is applicable only to the original purchaser and may not be assigned or otherwise transferred. Further, this Limited Warranty is only applicable to the sale of new units.

Only merchandise which has been authorized for return by Tesla™ with a Return Material Order (RMO) number will be accepted for the consideration of issuance of appropriate credit or replacement.

All Tesla™ Products returned for warranty consideration must have return authorization and must be shipped prepaid to Tesla.™ Tesla™ will process all returns within a reasonable time and advise the Customer of the evaluation. Warranty consideration will follow Tesla's written warranty for Tesla™ Products prevailing at the time such product was purchased. All products found to be defective within the terms of the warranty will be repaired or replaced and returned to the Customer via surface freight prepaid by Tesla.™ THERE IS NO OTHER WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND; AND ANY WARRANTY, EXPRESS OR IMPLIED IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on implied warranties, so the above limitation may not apply to you.

IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY AND PURCHASER'S REMEDY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.