



Koni
Enidine

WARRANTY

ITT ENIDINE VISCOUS DAMPERS

ITT Enidine, Inc. ("Seller" or "ITT") warrants its fluid viscous dampers against defects in materials and workmanship under normal use and service for a period of twenty-five (25) years from the date of first delivery. Surface coatings are excluded from this warranty.

Any obligation under this warranty terminates if the fluid dampers are directly exposed to fire, flood, earthquake, wind occurrences which exceed the specified Design level(s), or a cumulative Damper (seal) travel of 15 miles is achieved. In such instance, BUYER may reactivate the warranty by hiring SELLER to inspect all fluid dampers and for BUYER to pay SELLER to recondition any fluid damper that is deemed required. Detail of this will be covered in the technical manual.

The benefits to BUYER of this warranty are expressly conditioned upon use of the dampers in a controlled environment free of contaminants and debris and BUYER's care, inspection, and maintenance of the fluid damper in strict accordance with SELLER's inspection and maintenance requirements.

- A. Warranty Adjustment. (1) If any defect within this warranty appears, Buyer shall notify ITT immediately. (2) ITT agrees to repair or furnish a replacement for, but not install, any product which, upon examination by ITT, prove defective within the above warranty. (3) No product will be accepted for return or replacement without issuance of a RMA (Return Material Authorization) number from ITT Enidine. Upon receipt of an RMA number, and in accordance with ITT instructions, the product will be returned shipping charges prepaid by ITT if no other settlement is specified. (4) Replacements made under this warranty will be shipped at normal lead time- unless expressly agreed otherwise by ITT Enidine, Replacements are provided prepaid by ITT.
- B. Exclusions From Warranty. (1) This warranty does not extend to any product manufactured by ITT which has been subjected to misuse, neglect, accident, improper installation or to use in violation of instructions furnished by ITT. (2) This warranty does not extend to or apply to any unit which has been repaired or altered at any place other than at ITT's factory, or by persons not expressly approved by ITT. (3) Components purchased by Buyer from any supplier other than ITT shall bear only the warranty given by the manufacturer of that product, and ITT assumes no responsibility for the interface of its product with any other product.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, WRITTE, OR ORAL, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS AND IS PROVIDED IN LIEU OF ALL OBLIGATIONS AND LIABILITIES OF SELLER WITH RESPECT TO DEFECTS IN MATERIALS OR WORKMANSHIP . THE RIGHTS AND REMEDIES CONTAINED IN THIS WARRANTY EXCLUDES AND WAIVES ANY RIGHT OF BUYER TO CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Revision A