



Incon Inc. Warranty

Incon Inc. warrants each new product sold by Incon to be free from defects in material and/or workmanship under normal use and service. The obligation and liability of Incon under this warranty is limited to the repair or replacement at its factory, at the option of Incon, of any such product which proves defective within one (1) year after delivery to the first end user, and is found to be defective in material and/or workmanship by Incon inspection.

Incon shall not be obligated or liable under this warranty for apparent defects which examination discloses are due to tampering, misuse, neglect, improper storage, normal wear and all cases where the products are disassembled by other than authorized Incon Representatives. In addition, Incon shall not be obligated or liable, under this warranty unless the date of delivery to the first end user shall be within one (1) year from the date of delivery to the original purchaser, if different from the first end user, and further provided that written notice of any defect shall be given to Incon within thirty (30) days from the date such defect is first discovered.

Products of warranty consideration shall be returned with all transportation charges prepaid to Incon Inc. in shipping containers which are adequate to prevent loss or damage in shipment. Products repaired or replaced under this warranty are warranted for the unexpired portion of the original warranty.

Other than the liability set forth in any expressed warranty applicable to the products sold to the purchaser, Incon shall not be liable for consequential, incidental or other type of damages and expressly excludes and disclaims such damages resulting from or caused by the use, operation, failure, malfunction or defects of any products sold to the purchaser under any order, it being understood that the products sold to the purchaser are not consumer products.

Incon disclaims any liability whether under this warranty or otherwise for any failure of its product which is caused by, in whole or in part, the use in or with that product of component parts not manufactured by Incon.

The terms of the applicable warranty or warranties, as set forth above, are the sole and exclusive warranty terms that shall have any force and effect in this order, and in lieu of all other warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose which are herewith expressly excluded.

Any product considered for warranty return must have an approved RMA Number assigned prior to the return. Approved RMA numbers are only assigned by Incon's Quality Department through the communication of the 6 digit lot number from the item being considered for warranty return.