

Limited Warranty: Sentron pH Product Line

Sentron Europe B.V. ("Sentron") warrants to the original purchaser ("Purchaser") that the Sentron branded pH Product Line ("Products") will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in documentation published for or provided with the Product ("Specifications") for the applicable period from the date of purchase as set forth in the applicable invoice ("Warranty Period"). Sentron warrants that any standard finish on a Product will be free of cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. To the extent that an authorized Sentron distributor is the Purchaser of the Products, such distributor may transfer this limited warranty to subsequent purchasers of the Products, provided that such Products are resold in new condition and in their original packaging. Third party components incorporated into the Product that are not manufactured by Sentron are excluded from this warranty, but may be covered by a third party manufacturer. Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such component.

If any Product covered by this limited warranty is returned by Purchaser in accordance with Sentron Terms and Conditions of Sale within the Warranty Period, and Sentron determines to its satisfaction that such Product failed to satisfy this warranty, Sentron will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the terms and conditions set forth herein. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Sentron. If Sentron chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Sentron may replace it with a comparable product. Sentron reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this limited warranty.

This limited warranty is subject to these additional conditions:

1. The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications.
2. A Sentron representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.
3. The Product has been purchased directly from Sentron or an authorized Sentron distributor/dealer.
4. Purchase receipt for the Product is available for inspection by Sentron.

This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Sentron or any applicable standard or code.

THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY SENTRON IN WRITING. THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY SENTRON WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL SENTRON' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL SENTRON BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF SENTRON WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty is effective for the purchases of the Product on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Sentron reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

Sentron Europe B.V. -v. July 2021