

WARRANTY

ACT D'MAND KONTROLS® Systems

ACT, Inc. D'MAND KONTROLS® Systems will replace without charge (at the Company's option) any D'MAND KONTROLS® pump, valve, or component part which is proven defective under normal use. Models C3-100, S3-100, and BR3-200: Warranty – (Five Years from date of purchase) Accessories: Hard-Wired Buttons, Wireless Transmitters and Receivers, all Hard-Wired or Wireless Motion Sensors and Receivers: Warranty – (One Year from date of purchase) Labor is not included with Limited Warranty.

In order to obtain services under this warranty, it is the responsibility of the purchaser to promptly notify the Company in writing and promptly deliver the item in question, delivery prepaid to the factory. The address for notification and delivery is ACT, Inc. D'MAND KONTROLS Systems[®], 3176 Pullman Street, Suite 119, Costa Mesa CA 92626. If the product or part in question contains no defects as covered in the warranty, the purchaser will be notified and billed for parts and labor charges in effect at the time of factory examination and repair.

Any product or part not installed or operated in conformity with instructions or which has been subject to misuse, misapplication, the addition of petroleum based fluids or certain chemical additives to the system, or other abuse, will not be covered by this warranty.

ACT, Inc. D'MAND KONTROLS[®] Systems OFFERS THIS WARRANTY IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS IS IN EFFECT ONLY FOR THE DURATION OF THE EXPRESS WARRANTY SET FORTH IN THE PARAGRAPH ENTITLED "LIMITED WARRANTY" AS SHOWN ABOVE.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR STATUTORY, OR ANY OTHER WARRANTY OBLIGATION ON THE PART OF ACT, INC. D'MAND KONTROLS® SYSTEMS.

ACT, INC. D'MAND KONTORLS® SYSTEMS WILL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ITS PRODUCTS OR ANY INCIDENTAL COSTS OF REMOVING OR REPLACING DEFECTIVE PRODUCTS.

This warranty gives you specific rights, and you may have other rights, which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or on the exclusion of incidental or consequential damages, so those limitations or exclusions may not apply to you.