

LIMITED WARRANTY - SOLAR CONTROLS

IMC INSTRUMENTS INC. WITTENBERG, WI 01-01-2007

Products covered in this warranty are:

EAGLE ONE differential controller and all Temperature sensor accessories.

Other Electronic display and interface accessories such as and not limited to :

The Master Digital display and Data port adapters are covered under a separate Warranty

This warranty statement is applicable to all solar control products manufactured by IMC INSTRUMENTS as described above as of JULY-2006 and there after.

Solar Controls installed in USA or Canada:

IMC INSTRUMENTS warrants its solar control products installed within the USA or Canada to be free from defects in material or workmanship, under normal use and service for **five years** from date of warranty initiation, provided it is installed in accordance with the IMC installation instructions and specifications provided with the product. An allowance of **six months** beyond DATE of Shipment and /or manufacturing date code will be allowed as the initial date at which the warranty initiates.

If a product is defective, in workmanship or materials and is removed and returned freight prepaid within two (2) years from Warranty initiation , IMC INSTRUMENTS will, at its option, either repair or replace the defective product and return it with a warranty not exceeding the remainder of the original warranty. Shipping and handling is not included. The costs incurred in removal and/or reinstallation of the product are NOT covered under this warranty.

If the defective product is returned freight prepaid to IMC INSTRUMENTS more than two (2) years but within five (5) years of the date of warranty initiation, IMC INSTRUMENTS, at its option, will either repair or replace the defective product and will charge sixty percent (60%) of the current list price for such repairs or replacements, plus shipping charges. The costs incurred in removal and/or reinstallation of the product are NOT covered under this warranty.

Solar Controls installed outside of the USA or Canada:

IMC INSTRUMENTS warrants its solar control products installed within the USA or Canada to be free from defects in material or workmanship, under normal use and service for **one year** from date of warranty initiation, provided it is installed in accordance with the IMC installation instructions and specifications provided with the product. An allowance of **three months** beyond DATE of Shipment and /or manufacturing date code will be allowed as the initial date at which the warranty initiates.

If a product is defective, in workmanship or materials and is removed and returned freight prepaid within one (1) year from Warranty initiation , IMC INSTRUMENTS will, at its option, either repair or replace the defective product and return it with a warranty not exceeding the remainder of the original warranty. Shipping and handling is not included. The costs incurred in removal and/or reinstallation of the product are NOT covered under this warranty.

Warranty exclusions:

1. Material supplied or workmanship performed by others in the process of installation
2. Damage resulting from improper installation or control of loads exceeding the product rating.
3. Problems resulting from failure to operate the products in accordance with recommended instructions contained in product's owners manual.
4. Problems resulting from tampering, accident, abuse, negligence, unauthorized repairs or alterations, fire, flood, lightning, freezing, external water, war, or acts of God.

THE EXPRESS LIMITED WARRANTY ABOVE CONSTITUTES THE ENTIRE WARRANTY OF IMC INSTRUMENTS, INC. WITH RESPECT TO ITS SOLAR CONTROL PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IMC INSTRUMENTS, INC. BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER.

NO WHOLESALE, AGENT, DEALER, CONTRACTOR, OR OTHER PERSON IS AUTHORIZED TO GIVE ANY WARRANTY ON BEHALF OF IMC INSTRUMENTS, INC. THIS WARRANTY IS VOID IF THE PRODUCT HAS BEEN ALTERED IN ANY WAY AFTER LEAVING THE FACTORY.