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WARRANTY

Subject to the terms and conditions as stated herein, Division Scale LLC, dba Division Weigh To Go! warrants its equipment to be free from defects in material and workmanship for a period of twelve (12) months from the date of shipment.

TERMS AND CONDITIONS OF WARRANTY

This obligation is limited exclusively to defective original equipment manufactured or supplied by Division Weigh To Go! and is subject to the inspection and analysis by Division Weigh To Go! as to conclusively identify or confirm the nature and cause of failure.

The responsibility of Division Weigh To Go! is confined to repair, replacement, or credit (at its option) the equipment or parts and does not extend coverage to labor, material, or service charges involved in the removal or installation of this equipment.

During the product warranty period, defective components, mechanical or electrical, will be repaired or replaced provided the equipment is shipped, freight prepaid, to Division Weigh To Go! once a return authorization is obtained.

Division Weigh To Go! is not liable for losses, injury, or damage caused to persons or property by reason of the installation, removal, mechanical, or electronic failure of Division Weigh To Go! products.

This warranty is not applicable for expenses either direct or consequential that may arise from the use or inability to use these products. Division Weigh To Go! reserves the right to incorporate improvements in material and design of its products without notice and is not obligated to incorporate these same improvements in equipment previously manufactured or supplied. Division Weigh To Go! shall not be obligated under any warranty different from its warranty as set forth herein.

This warranty is exclusive and in lieu of all other warranties of quality whether express or implied, including any warranty of merchantability or fitness for purpose. Further, warranty shall not transfer to a secondary owner without prior written consent by Division Weigh To Go!

The remedy(ies) provided herein shall be the buyer's sole remedy(ies) for any failure of Division Weigh To Go! to comply with the warranty provisions, whether claims by buyer are based in contract or in the tort (including negligence or otherwise).

CONDITIONS WHICH VOID WARRANTY

This warranty shall not apply to equipment which:

- A. Has had repairs or modifications not authorized by Division Weigh To Go! which, in the judgment of Division Weigh To Go!, has affected the performance or reliability.
- B. Has been subjected to misuse, negligent handling, improper installation, accident, fire, water, or act of God.
- C. Has had the serial numbers altered, defaced, or removed.
- D. Has not been properly maintained in accordance with recommended maintenance requirements as referenced in the Division Weigh To Go! owner's manual.

FREIGHT CARRIER DAMAGE

Claims for equipment damaged in transit must be referred to the freight carrier. Visible damage should be reported immediately; concealed damage as soon as possible, or in any case, within fifteen (15) days of receipt of shipment, in accordance with freight carrier regulations.