

Morse Watchmans Limited Warranty

Morse Watchmans, Inc. (MWI) warrants each KeyWatcher system to be free from defects in material and workmanship, under normal use, and to service, for 2 years after the date of shipment to the original purchaser subject to terms and conditions stated below:

- 1) WARRANTOR: Morse Watchmans, Inc., 2 Morse Rd., Oxford, CT, 06478.
- 2) PARTIES TO WHOM WARRANTY IS EXTENDED: To the original purchaser only.
- 3) PARTS COVERED: All products and parts manufactured by or for MWI except as provided below.
- 4) REMEDY: If, within the warranty period, any product or part covered by this warranty proves to be defective in material and/or workmanship, then MWI shall, at its option, repair or replace the defective product or part.
- 5) PROCEDURE FOR OBTAINING PERFORMANCE UNDER THIS WARRANTY: In order to obtain performance, the original purchaser must promptly notify MWI of the defect, at this time MWI will determine what parts, if any, are defective. MWI will then send any replacement parts under an RMA # (Return Materials Authorization#) which is necessary to return any defective parts to MWI. **All transportation costs to and from MWI will be at the expense of the original purchaser.** ANY CLAIM MADE UNDER THIS WARRANTY MUST BE ACCOMPANIED BY PROOF OF ORIGINAL SHIPMENT DATE.
- 6) SOLE REMEDY: The remedy and liability for breach of any warranty, whether express, implied, or otherwise, is set forth above and is the sole and exclusive remedy and the limit of liability for any such breach.
- 7) DESIGN CHANGES: MWI reserves the right to make changes in the design or material of the system of any product or part without incurring any obligation to incorporate such changes in any system, product, or part previously manufactured or advertised.
- 8) EXCLUSIONS: This warranty does not extend to any defect due to the negligence of others, failure to operate or maintain the system or any product or part in accordance with the operating and maintenance instructions furnished with each system, unreasonable use, accidents, alterations, ordinary wear and tear, or the use of unauthorized or non-standardized parts or accessories.
 - a. THERE ARE NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, WHICH EXTEND BEYOND THIS WARRANTY. MWI SHALL NOT BE RESPONSIBLE FOR LOSS OF USE OF ANY SYSTEM, LOSS OF TIME, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO BUSINESS OR PROPERTY, WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN SORT, OR OTHERWISE.
- 9) NO VARIATIONS OF TERMS: No person has the authority to orally, in writing, or in any other way vary the terms, conditions, or exclusions of this warranty or to make any express warranties other than those set forth above.

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