

LIMITED WARRANTY

Avocation Systems, Inc (“Avocation”) warrants to the initial retail purchaser of the products (the “Customer”) that the products manufactured by Avocation (“Products”) are free from defects in materials and workmanship in normal use as follows:

(1) For a period of **10 Years** from the date of delivery to the Customer on new Products installed (original equipment installation); or

(2) In the event a Product is re-installed, the duration of the Limited Warranty shall be the shorter of a period of **5 Years** from the date of the new installation or the remainder of the 10 year period described in (1) above.

(3) In no event shall this Limited Warranty extend beyond the **10 Year** period described in (1) above.

The limited warranty described herein does not apply to: (1) normal wear and tear; (2) damages caused by accidents, abuse, alteration, modification, misuse, neglect or improper care or maintenance; (3) damages or failures caused by repair or replacement using products not supplied, rebuilt, repaired or otherwise authorized by Avocation; (4) the cost of normal maintenance or replacement of parts which are not defective (these are the sole responsibility of the Customer); and (5) damages suffered as the result of fire, earthquake, flood, lightning, hurricane, or other casualty or act of God.

This Limited Warranty is not transferable. All warranty claims must be made by Customer. This Limited Warranty is limited to repair or replacement of a defective Product at the sole discretion of the Customer. Warranty claims must be filed within 30 days of discovery of the alleged defect. All warranty claims must be submitted to:

Avocation Systems, Inc.
10956 Ammons
Westminster, Colorado 80021

Customer shall have no rights under this limited warranty (and Avocation shall have no obligation or liability under this limited warranty) unless and until the Avocation has received payment in full from the Customer for the Product.

Avocation reserves the right to discontinue and/or make changes in any of its products. In the event that products identical to those covered by this Limited Warranty are not available for replacement purposes, Avocation shall have the right to substitute reasonably equivalent products.

AVOCATION SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION INJURY TO PERSONS OR DAMAGE TO ANY BUILDING OR ANY CONTENT THEREOF) RESULTING FROM BREACH OF THIS LIMITED WARRANTY.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL ANY WARRANTY EXTEND BEYOND THE DURATION OF THE LIMITED WRITTEN WARRANTY SET FORTH HEREIN. THIS LIMITED WARRANTY SHALL ONLY BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO AND ONLY BE LITIGATED IN THE STATE COURTS OF THE STATE OF COLORADO.