

Manufacturer's Limited Warranty Policy

Tycon Systems Inc. products are warranted against defects in materials and workmanship for a period beginning on the date of original purchase and extending for a period, of at least 1 year to 3 years as specified in the individual product specification sheets. The conditions of this limited warranty and the extent of the responsibility of Tycon Systems Inc. under this limited warranty are as follows:

1. **General:** Manufacturer warrants that all Products delivered shall be of Manufacturer's standard quality. MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.
2. This limited warranty will become void when service performed by anyone other than Tycon Systems or an approved Tycon Systems warranty service dealer results in the product being opened, tampered with, or damaged.
3. This warranty does not apply to any product that has been disassembled, defaced, altered, subjected to abuse, neglect, or accident, exposed to faulty power, lightning strikes, water damage, serial numbers altered or removed, or that has been connected, installed, adjusted, or repaired other than in accordance with instructions furnished by Tycon Systems.
4. These general conditions, the Customer's order (but excluding any customer terms and conditions) and Tycon System's acceptance of the order constitute the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that, in entering into this agreement, it has not relied on any oral or written representation, warranty, or other assurance (except as provided for or referred to in these General Conditions) and waives all rights and remedies that might otherwise be available to it. These conditions may not be amended, varied or modified except in writing signed by a duly authorized officer or representative of each of the parties.
5. **Warranty Repairs:** This warranty does not cover labor cost for removing and reinstalling the equipment for repair or any expendable parts that are readily replaced in normal use.
 - a. Any product or part thereof, found to be free of defect by Tycon Systems that is within warranty shall be charged to customer at a fee of \$75.00 USD for testing time.
 - b. If determined by Tycon Systems that there is No Fault Found (NFF) on products or parts are outside of warranty, the standard NFF charge shall be \$100.00
 - c. If Tycon Systems or its authorized service dealer determines that any product outside of the warranty period needs repair and/or replacement, Tycon Systems will advise the customer of the cost to repair and/or replace, and obtain an acceptable method of payment, as approved by Tycon Systems, prior to repair and/or replacement being implemented.
6. The sole responsibility of Tycon Systems under this warranty shall be limited to repair of its product, or replacement thereof, at the sole discretion of Tycon Systems.
7. If it becomes necessary to send the product or any defective product part to Tycon Power Systems or its authorized service dealer, the product must be shipped in its original carton or equivalent, fully insured with shipping charges prepaid.
8. Tycon Systems will not assume responsibility for any loss or damage incurred in shipping. When shipping any product or part to Tycon Systems or its authorized service dealer, the following is mandatory:
 - a. A Return Material Authorization (RMA) number must be obtained directly from Tycon Systems prior to shipment, and shall be clearly marked and visible on the outside of the shipping package.
 - b. Do not return any products until you receive an RMA authorization number. Products arriving at Tycon Systems or its authorized service dealer will be rejected and returned to sender, if the RMA authorization number is not clearly visible nor clearly readable on the outside of the shipping package.
 - c. The RMA number is provided once the serial number of the product and/or part, and Proof of Purchase receipt is provided to Tycon Systems RMA department prior to shipment.
 - d. A copy of the Proof of Purchase receipt and the RMA form shall accompany the product and/or part in the shipping package when forwarded to Tycon Power Systems or its authorized service dealer.
9. **Shipping and Damage Claims:** All shipping damage claims are the purchaser's responsibility. Shippers may have time limits and inspection requirements for damage claims. Inspect each shipment upon delivery and IMMEDIATELY report all damage to the carrier.
10. **Limited Warranty disclaimer:** Limitation of Liability. Except as outlined in the limited warranty set forth above, there are no expressed or implied warranties of merchantability and fitness for a particular purpose. In no event will Tycon Power Systems be liable for any direct, special, or consequential damages arising out of, or in connection with, the delivery, use, inability to use, or performance of this product.
11. **Limited Warranty Remedies:** Subject to the foregoing, Tycon Systems shall, at its sole discretion, replace the product with a product that is new or the equivalent to new in performance and reliability, or repair the defective product at Tycon Systems' expense. In order to obtain warranty service, please contact Tycon Systems via email at support@tyconsystems.com with details of the issue and proof of original purchase. A Tycon Systems representative will provide details on the return process including shipping instructions.
12. **Legal Rights:** For consumers who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by this limited warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations. Some Countries, States and Provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions of limitations on the duration of implied warranties or conditions; so the above limitations may not apply to you. This limited warranty gives you specific legal rights that vary from Country, State, or Province. This limited warranty is and shall be governed and construed under the laws of the State of Utah, USA.
13. No warranty is given as to whether, or not, the products infringe any third-party patent, trademark, copyright, design right or other Intellectual Property right and with respect to such third-party rights. Tycon Systems transfers only such title as Tycon Systems may have to the Customer. However, Tycon Systems does warrant that at the time of acceptance of the Customer's order it is not actually aware of any such infringement.
14. **No Other Warranties:** No Tycon Systems distributor, supplier, dealer, agent, or employee is authorized to make any modifications, extensions, or additions to this Limited Warranty whether orally or in writing.