

EKS Warranty Statement

The EKS represents and warrants that, when delivered, the Programs will be capable of performing the functions described in the documentation if operated on the appropriate Hardware/operating system for which the Programs have been produced by the EKS.

EKS warrants this product, under normal use, to be free of defects in materials and workmanship for a period of One (1) Year from date of purchase, so long as: the product is owned by the original purchaser, with proof of purchase from an authorized EKS dealer and, the product has been registered to the original purchaser.

This warranty explicitly excludes power supplies and included cables which may become defective as a result of normal wear and tear. In the event that EKS receives, from an original purchaser and within the warranty coverage period, written notice of defects in materials or workmanship, EKS will either replace the product, repair the product, or refund the purchase price at its option. In the event repair is required, shipment to and from EKS and possible nominal handling charges shall be born by the purchaser.

In the event that repair is required, a return authorization must be obtained from EKS. After authorization is obtained, the unit should be shipped back to EKS in a protective package with a description of the problem. In the event that EKS determines that the product requires repair because of user misuse or regular wear, it will assess a fair repair or replacement fee. The customer will have the option to pay this fee and have the unit repaired and returned, or not pay this fee and have the unit returned un-repaired.

The remedy for breach of this limited warranty shall not include any other damages. EKS will not be liable for consequential, special, indirect, or similar damages or claims including loss of profit or any other commercial damage, even if its agents have been advised of the possibility of such damages, and in no event will EKS's liability for any damages to the purchaser or any other person or third party exceed the price paid for the product, regardless of any form of the claim. EKS specifically disclaims all other warranties, expressed or implied. Specifically, EKS makes no warranty that the product is fit for any particular purpose.

The foregoing remedy shall not apply if the Product has been modified, damaged by negligence, accident, improper or unreasonable use, abnormal conditions, improper storage, exposure to moisture or dampness, exposure to extreme temperatures or other environmental conditions, unauthorized repairs, connections, parts or accessories, or any other cause for which the Customer is solely responsible.