

# **RTI One-Year ELF-1 Limited Warranty**

(Applies only to equipment owned and operated in North America)

During the One-Year Warranty period, RTI Technologies, Inc. (RTI) is solely responsible for costs associated with parts and labor for repairs needed due to defects in material and/or workmanship. RTI is not responsible for the costs associated with repairs needed due to improper use or a lack of normal maintenance. RTI's goal is to provide a timely turn-around of any ELF-1 requiring warranty repair.

The Customer is responsible to ASSIST AND PARTICIPATE with RTI Technical Support in the over-the-phone diagnosis process of:

- A) Determining that a legitimate failure has occurred and that the complaint is not just the result of inadequate training and/or improper use that could be easily remedied by over-the-phone instructions.
- B) Determining the nature of the failure and that it is reasonable for RTI Technical Support to judge over the phone that the failure is warrantable.

During the One Year Warranty period for failures that are deemed by RTI to be warrantable, RTI is solely responsible for providing Service and/or Replacement Product when appropriate within a reasonable period of time after a warrantable failure is reported.

RTI shall make the repairs at RTI's factory location and shall be responsible for the cost of transportation to and from the factory. It is the customer's responsibility to package the ELF-1 in its original packaging for shipment to the factory.

It is the Customer's responsibility to maintain ELF-1 according to instructions in RTI's Operation Manual as well as to operate the equipment in a commercially reasonable manner as generally described in the RTI Operation Manual.

RTI provides free Technical Support over toll-free telephone lines in the USA to assist the customer in this regard for the life of ELF-1.

The Customer should review the legal Warranty Disclaimer below for more details of coverage and limitations.

## **Warranty Disclaimer of RTI Technologies, Inc.**

### **1. RTI'S WARRANTY**

This is to certify that RTI Technologies, Inc. (RTI) warrants to the first retail purchaser only, the described new product manufactured by it to be free from defects in materials and workmanship, when properly maintained, **under normal use and service for a period of ONE YEAR**. All spare parts supplied by RTI will have a 90 day warranty. This warranty includes the reasonable cost of parts and materials as well as non-overtime labor. RTI shall be the sole judge of whether failure is warrantable.

### **2. PURCHASER'S REMEDY**

Purchaser's sole and exclusive remedy under this warranty shall be limited to the repair or replacement, at RTI's option, of any defective part of the product. Purchaser shall call RTI Technical Support who will assist Purchaser in diagnosing the problem and, if deemed necessary, make arrangements to have the ELF-1 returned to RTI for repair.

### **3. PURCHASER'S DUTIES**

- (a) Register ELF-1 with RTI by returning completed Warranty Registration within 90 days of delivery.
- (b) Transportation Expense: Transportation expenses to and from the RTI's facility for warranty repair are to be borne by RTI.
- (c) Notice of breach: Purchaser shall give written notice to RTI of any alleged refusal or failure of RTI to repair or replace as promised by this warranty no later than fifteen (15) days after the Purchaser learns of such alleged failure or refusal.

### **4. DISCLAIMER**

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

### **5. EXCLUSIONS**

The warranty and obligations stated here shall not apply to:

- (a) Any product not registered within 90 days of delivery.
- (b) Any product repaired or altered without prior approval of RTI so as to affect adversely its stability or reliability.
- (c) Any product subjected to misuse, abuse or accident as well as products used in a manner contrary to written instructions or normal operating procedures.
- (d) Any damage to product during original shipment or subsequent shipments to and from RTI for service.

- (e) Portions of products which are subject to warranties, if any, given by their manufacturers. RTI does not adopt these warranties.
- (f) Parts, accessories or other items manufactured by others which are used or installed on the product as a result of Purchaser's specifications.
- (g) Used items furnished by the Purchaser for installation on the product.
- (h) Items which are not defective, but must be replaced during the warranty period as a result of fair wear and tear or scheduled maintenance.
- (i) Hoses, adapters and O-rings carry a ninety (90) day warranty.

### **6. EXCLUSION OF LOST PROFITS AND OTHER CONSEQUENTIAL DAMAGES**

RTI will have no liability for any lost profit, cargo loss, usage loss or other consequential damages alleged to have been caused by any defect in ELF-1 or any failure of RTI to meet any obligation under this agreement including the obligation to repair and replace set forth in Paragraph 2.

### **7. LIMITATIONS OF ACTIONS**

No action for breach of this warranty shall commence more than one year after the accrual of the cause of action.

### **8. MERGER**

This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the goods and any and all warranties and representations, except warranty extensions, if any, in writing as applicable.

### **9. NO ORAL MODIFICATIONS OR WAIVERS**

No modification of this warranty or waiver of its terms shall be binding on either party unless approved in writing by an authorized official of the parties.

### **10. GOVERNING LAW**

This warranty and the rights and duties of the parties under this warranty shall be governed by the law of Pennsylvania, the state of the RTI's principle place of business.



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