



**CURTIS INSTRUMENTS INC.**  
200 KISCO AVE  
MOUNT KISCO, NY 10549 USA

**OPERATING PROCEDURE**

NO. COP-01-10

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DATE 5/13/08

REVISION C

# **CORPORATE OPERATING PROCEDURE**

**Note:** The revision level of this document and any referenced documents must be verified for latest issue before use

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## **COP-01-10**

### **LIMITED WARRANTY AGREEMENT**

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	<b>APPROVALS</b>	<b>DATE</b>	<b>REVISIONS (SEE SHEET 2)</b>
<b>WRITER</b>	<b>DH</b>	<b>3/28/06</b>	<del> </del>
<b>APPROVED</b>	<b>N/A</b>		
<b>ENGR</b>	<b>JAL</b>	<b>3/28/06</b>	
<b>QA</b>	<b>AJR</b>	<b>3/28/06</b>	





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**LIMITED WARRANTY AGREEMENT**

**LIMITED WARRANTY**

Curtis warrants that the products sold to Customer by Curtis will be free from defect in materials and workmanship for a period twenty-four (24) months of single shift or 4000 hours of operation, from the date of manufacture of the product, subject to the terms and conditions in this Limited Warranty, except with respect to Curtis/Albright products for which the length of the warranty period is fourteen (14) months from the date of manufacture.

If, during the applicable warranty period, (i) Curtis is advised in writing as to a defect in a Curtis product; (ii) such product is returned to a receiving point designated by Curtis; and (iii) an examination of such product discloses to Curtis' reasonable satisfaction that such product is defective and such defect was not caused by accident, abuse, neglect, alteration, improper installation, lightning damage, submersion, short circuits due to improper handling, repair, improper testing or use contrary to any instruction issued by Curtis, Curtis will replace or credit the defective product at no cost to Customer, except for transportation costs. Curtis reserves the right to repair at its option. Replacement shall mean furnishing the Customer with a new product equivalent to the defective product. All defective products replaced by Curtis under this warranty shall become the property of Curtis and must be returned to Curtis properly packed to prevent physical damage.

Curtis does not warrant that any product is suitable for use in any particular application. Customer shall be responsible for evaluating the appropriateness of the use of any specific Curtis product for a particular application and shall specify such use at the time of the placement of any order for a Curtis product. Curtis shall be entitled to rely exclusively upon such representation in furnishing any product to Customer.

**WARRANTY LIMITATIONS**

THE FOREGOING WARRANTY CONSTITUTES CURTIS' EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR ANY BREACH OF OR ANY OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY THIS WARRANTY. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. CURTIS MAKES NO WARRANTY, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CURTIS HAS THE AUTHORITY TO MAKE OR IMPLY ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.



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THE CURTIS PRODUCTS SOLD TO CUSTOMER ARE INTENDED TO BE USED ONLY IN THE APPLICATION SPECIFIED BY CUSTOMER TO CURTIS. ANY OTHER USE RENDERS THE LIMITED WARRANTY EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

UNDER NO CIRCUMSTANCES SHALL CURTIS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PRODUCTS SOLD TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF CURTIS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

This limited warranty may not be changed, modified, limited or extended in scope except by a written agreement signed by Curtis and Customer. Except as stated, any purported modification of this limited warranty shall be null and void.