

# LIMITED WARRANTY AND DISCLAIMER

## ONE YEAR LIMITED HARDWARE AND SOFTWARE WARRANTY

Automotive Test Solutions, Inc. a New Mexico corporation, here after ATS, products are warranted against defects in materials and workmanship for a period of one year from receipt by the end user (proof of purchase and date of delivery required). If ATS receives notice of such defects during the warranty period, ATS will either, at its sole option, repair or replace items which prove to be defective. Should ATS be unable to repair or replace the defective item within a commercially reasonable amount of time, customer's exclusive remedy shall be a refund of the purchase price upon return of the ATS product to ATS.

## EXCLUSIONS

The above limited warranty shall not apply to defects resulting from:

1. Improper use of the ATS product by the customer; the customer is specifically directed not to open or attempt to disassemble the ATS product to any degree.
2. Modification of the ATS product in any way.
3. Attempt by customer to repair any alleged defect in the ATS product; all repair work should be done by ATS personnel.
4. Accidental, or negligent or malicious or intentional damage, or abuse or misuse of the ATS product.
5. Failure to have ATS products serviced by ATS after discovery of a defect in manufacturer's material or workmanship.
5. Using the ATS product in an improper or dangerous environment, or subjecting the ATS product to improper substances, liquids, heat or cold, chemicals, etc.
6. Any incident or accidental loss which is not the fault of ATS, or over which ATS had no control.
7. Subjecting the ATS product to an improper power source or network, or degree of power.
8. Any injection or insertion of any foreign objects or materials into the test point openings.

## OBTAINING WARRANTY SERVICE

To obtain warranty service, the ATS product must be returned to ATS. Any attempt to repair the ATS product or open the ATS product will void the warranty.

The customer shall prepay shipping charges for any ATS product returned to ATS for warranty work. ATS shall pay for return of the ATS product to the customer. However, customer shall pay all shipping charges, duties and taxes both ways for any ATS product shipped from or to any point outside the continental United States.

Any ATS product must be properly packaged for shipping by the customer. ATS is not responsible for any damage caused by the shipper or by improper packaging by customer. Customer should retain the ATS original shipping box and packing for potential return shipping for warranty service. ATS is not responsible for any loss of ATS product while product is in transit to ATS.

## WARRANTY LIMITATIONS

ATS makes no other warranty, either expressed or implied, apart from the limited one year warranty recited above. ATS specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

Any liabilities of ATS, if any, for damages relating to any allegedly defective ATS product or any part thereof, shall, under any legal theory, be limited to the actual price paid by the customer for the ATS product and shall in no event include incidental or consequential damages of any kind, even if ATS is notified in advance or otherwise, of the possibility of such incidental or consequential damages.

## EXCLUSIVE REMEDIES

The remedies provided in this limited warranty document are the customer's sole and exclusive remedies. In no event shall ATS be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory.

## OBTAINING SERVICE BEFORE OR AFTER WARRANTY

If the customer needs service on the ATS product before or after the warranty period, the customer should first call or write the ATS home office at 515 Wyoming Blvd. SE, suite A, Albuquerque, New Mexico 87123 (Tel:1-800-572-6112) and discuss the needed service with ATS service personnel.

When writing or making the call, customers should provide the following information:

1. Approximate date of purchase of the ATS product and place of purchase;
2. Serial number of ATS product if applicable;
3. Description of problem customer is having with the ATS product; and history of any prior repair work;
4. If leaving information, provide customer's name full address, area code, Email address, and telephone number.