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### **IAC Acoustics Catalyst Monitor Warranty**

Industrial Acoustics Company Inc. or any of its affiliates including GT Exhaust, Maxim Silencers and Silex Innovations Inc. ("IAC Group") warrants the Catalyst Monitor to be free from defects in materials and workmanship for the period listed below.

If within such period any such equipment shall be proven to IAC Group's satisfaction to be defective, such equipment will be repaired or replaced at IAC Group's discretion. This warranty shall not apply to equipment which has been repaired or modified by others so as, in GT Exhaust's judgment, to affect the same adversely; nor to equipment which has been subject to negligence, accident, damage by circumstances beyond IAC Group's control; or to improper operation, maintenance, or storage; or to other than normal use or service.

### **Warranty Period**

One (1) year from the date of shipment by IAC Group.

### **Warranty Limitations**

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES EXCEPT WARRANTIES OF TITLE, INCLUDING-BUT NOT LIMITED TO-IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IAC Group shall not be subject to any other obligations or liability whatsoever with equipment manufactured by IAC Group or service rendered by IAC Group, and the foregoing shall not obligate IAC Group to provide reimbursement for transportation, removal, installation or other expenses which may be incurred in connection with repair or replacement. IAC Group's sole liability for defects or breach of warranty shall be replacement of the materials involved.

### **Consequential Damages**

IAC Group will not be liable for special, indirect, incidental or consequential damages, and our liability, whether in contract, in tort, under any warranties, or otherwise, cannot exceed the price of the product or part on which such liability is based.

### **Submission of Warranty Claims**

Any warranty claims for the Catalyst Monitor shall be submitted to IAC Group as follows:

- Provide IAC Group with notice, within thirty (30) days of user knowing or having reason to know, of any claim that the Catalyst Monitor fails to comply with this warranty;
- Obtain a Return Material Authorization number (RMA #) from IAC Group's Customer
- Service Department, providing full details of the claim before returning any product; and
- Returned equipment must be packed securely to reach IAC Group without shipping damages, freight prepaid, per IAC Group's instructions for evaluation and disposition.