

## **Precision Accuracy Equipment**

### **AMD and WindCheck Hardware Limited Warranty**

#### **WHAT THIS WARRANTY COVERS**

1) Precision Accuracy Equipment (“Precision Accuracy Equipment”) warrants to you that the AMD or WindCheck Hardware will be free from defects in workmanship and materials under normal use (“Defects”) for a period of two (2) years from the date that the AMD or WindCheck Hardware was first purchased by you (“Warranty Period”). During the Warranty Period the AMD and WindCheck Hardware will be repaired or replaced at Precision Accuracy Equipment’s choice (“Limited Warranty”) without charge to you for either parts or labour.

This Limited Warranty covers the replacement of the AMD or WindCheck Hardware only. If the AMD or WindCheck Hardware is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six (6) months after the date of repair.

#### **WHAT THIS WARRANTY DOES NOT COVER**

2) The Limited Warranty does not apply to normal wear and tear, does not apply when the AMD or WindCheck Hardware is used or repaired by someone not authorised by Precision Accuracy Equipment and does not cover repair or replacement of any AMD or WindCheck Hardware or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, noncompliance with the instructions supplied with the AMD or WindCheck Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the AMD or WindCheck Hardware. This Limited Warranty does not cover any software that may accompany or be installed on the AMD or WindCheck Hardware.

#### **HOW TO MAKE A WARRANTY CLAIM**

3) In order to make a claim of a Defect, you must contact Precision Accuracy Equipment by email during the Warranty Period via [www.texair-limited.com](http://www.texair-limited.com) to explain the Defect and to obtain an RMA number (Return Materials Authorisation) if necessary. You must return the AMD or WindCheck Hardware during the Warranty Period, along with an explanation of the Defect, to the address provided to you by Precision Accuracy Equipment. If a defect arises and a valid claim under this Limited Warranty is received by Precision Accuracy Equipment after the first one hundred and eighty (180) days of the Warranty Period, Precision Accuracy Equipment is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the AMD or WindCheck Hardware. You must comply with any other return procedures stipulated by Precision Accuracy Equipment, if any.

#### **YOUR LEGAL RIGHTS**

4) Some countries may not allow the exclusion or limitation of damages. If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.

5) This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

6) Except for the Limited Warranty and to the maximum extent permitted by applicable law, Precision Accuracy Equipment and its suppliers provide the AMD and WindCheck Hardware "AS IS AND WITH ALL FAULTS", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the AMD and WindCheck Hardware, and the provision of or failure to provide support or other services, information, software arising out of the use of the AMD or WindCheck Hardware.

7) This Limited Warranty does not affect any legal rights under applicable national legislation governing the sale of consumer goods.

8) This Limited Warranty cannot be transferred to any other person.

#### **LIMITATION OF LIABILITY**

9) Neither Precision Accuracy Equipment nor its suppliers shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the AMD or WindCheck Hardware even if Precision Accuracy Equipment has been advised of the possibility of such damages.

10) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Precision Accuracy Equipment and any of its suppliers shall be limited to the amount actually paid by you for the AMD or WindCheck Hardware alone.

11) Precision Accuracy Equipment shall not be liable for (i) any fraud on the part of its employees and/or agents; or (ii) any fraudulent misrepresentation on the part of its employees and/or agents.