



## Control Warranty

### Limited Warranty

*Control Corporation makes no representations or warranties, express or implied, except as provided below. Control warrants to the Customer that: a) its hardware product is free of defect in design, materials and workmanship under normal use for the period of five\* (5) years from the date of purchase b) its firmware and software product is warranted for a period of one (1) year from the date of purchase or, with respect to the software, as set out separately in the respective End User Software License Agreement for use with the product and required to be agreed to before installation (in which case the language of the EULA is controlling and supersedes the language below). Control warrants that its product under normal use will perform substantially in accordance with the documentation without significant errors that make it unusable. Control, at its option, will repair or replace, at the business location of Control, each product that is determined by Control to be defective or non-conforming. This warranty shall not apply to any part of the product, which in the judgment of Control, has been subjected to misuse, negligence, alteration, accident, improper maintenance, or damage by excessive physical or electrical stress. Adjustment of the product, where warning labels and operation manuals warn against such adjustments, will void this warranty. This warranty is void if the serial number of the Control product has been defaced, altered, or removed, or if the product has been modified. This warranty does not apply to expendable components such as fuses or bulbs. Repair and replacement parts will be furnished on an exchange basis and may be either reconditioned or new. All replaced parts or products become the property of Control. At the option of Control, the sole remedy for breach of warranty shall be repair or replacement of the defective product, software workarounds, or refund. Control does not warrant that the functions contained in the programs will meet requirements of the Customer or that the operation of the programs will be uninterrupted or error free. The Customer assumes the responsibility for the selection of the programs and hardware to achieve its intended results and for the installation, use, and results obtained from the programs.*

#### *\*Exceptions:*

- 3 year warranty for Power Supply Units*
- 2 year warranty for LL Premier Units (part #'s 30105-9 and 30161-5); some HPD customers may have special maintenance agreements – see Customer Support Rep for information*
- 2 year warranty for RocketModems (part #'s 99430-5 and 99431-2) and FreeWire (part #31300-7)*

### Limited Liability

*Independent of the warranty or any other agreement between the Customer and Control, regardless of the basis for any claim, including negligence and strict liability or other tort, in no event will Control or anyone else who has been involved in the creation, production, or delivery of Control products be liable for any damages in excess of the purchase price, whether lost profits, savings or data, or other direct, indirect, consequential, punitive, or incidental damages, even if Control or an authorized dealer has been advised of the possibility of such damages, or for any claim by any other party. This warranty gives the Customer specific legal rights and the Customer may also have other rights that vary from state to state (U.S.) or in the Customer's home country. Control Corporation's maximum liability shall be limited to refund of the purchase price. Some consumer laws may not allow the limitation or exclusion of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to the Customer. The price of the materials and programs reflects this allocation of risk. This warranty shall not apply to the extent any provision is prohibited by applicable law that cannot be preempted.*

## Return Procedures

### Determination of Warranty Period

- 1. The purchase date on the original proof of purchase receipt received from one of Comtrol Corporation's authorized distributors/resellers will establish the start date of the product warranty. In event that the Customer is unable to produce acceptable proof of purchase documentation, the established start date of the product warranty will be determined by the date on which the product was shipped from Comtrol Corporation's warehouse.*
- 2. A product will be considered "Under Warranty" and its repair handled according to the "Under Warranty" guidelines if the date on which a problem is first brought to the attention of Comtrol Corporation's Technical Support department falls within the product warranty period beginning at the established start of the product warranty (as defined above). Problems brought to Comtrol Corporation's attention outside of the warranty period will be addressed according to Comtrol Corporation's "Out of Warranty" guidelines.*

### Under Warranty Product

- 1. Comtrol will issue a Return Material Authorization (RMA) Number that the Customer must include with all correspondence and display on the outside of the shipping container when returning the product*
- 2. All returned products must be shipped with freight prepaid by the customer, in the original shipping container, or equivalent. Upon return of repaired product, Comtrol will pay for freight.*
- 3. A written description of the defect must be provided with the returned product. All defects must be reproducible at Comtrol Corporation's location to qualify for this limited warranty. For shipping addresses, contact:  
Comtrol Corporation Headquarters: +1.763.957.6000  
Comtrol European Technical Support: +44.1905.827.678*

### Out of Warranty Product

*Customers choosing to return Out of Warranty product to Comtrol are authorizing Comtrol to repair the product to the specifications of the then current released version of the product, and to charge the Customer at Comtrol Corporation's current rates for parts and labor required to repair the product. A handling charge will be assessed for all Out of Warranty products returned to Comtrol - irrespective of any problems discovered with the product.*

*THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, TRADE OR PERFORMANCE AS WELL AS ANY OTHER STATUTORY WARRANTIES, CONDITIONS OR LIABILITIES OF COMTROL, ALL OF WHICH ARE HEREBY DISCLAIMED.*

*No Comtrol dealer, distributor, agent, or employee is authorized to modify this warranty*

## CONTACT AND SUPPORT INFORMATION

### Warranty Information

Comtrol offers a 30-day satisfaction guarantee and 5-year limited warranty.

### Sales Support

+1.763.957.6000  
sales@comtrol.com

### Technical Support

+1.763.957.6000  
www.comtrol.com/support

### Email, FTP, and Web Support

info@comtrol.com  
ftp.comtrol.com  
www.comtrol.com