

## **EDCO Computer Systems**

### **Product Warranty**

EDCO Computer Systems ("EDCO") warrants the equipment manufactured by it to be commercially free from defects in material and workmanship existing at the time of manufacture and appearing within one year from the date of installation. This warranty does not apply to any equipment or component that EDCO'S judgment, has been affected by misuse, neglect, alteration, improper installation or operation, improper maintenance or repair, damage or casualty.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The agents, dealers or employees of EDCO are not authorized to make modifications to this warranty or to make additional warranties that are binding on EDCO. Accordingly, statements by such individuals, whether oral or written, do not constitute warranties and should not be relied upon.

The Buyer shall give EDCO prompt notice of any claim to be made under this warranty by telephone at (217) 438-4212 or by writing to PO box 296, Auburn, Illinois, 62615. If EDCO determines, in its sole discretion, that the equipment is covered under the warranty, EDCO shall repair the equipment with no charge for parts or labor during the one-year warranty period. If EDCO determines that repair is not feasible, EDCO shall, at its sole option, replace the equipment or refund the purchase price for the equipment.

THE BUYER'S REMEDY AGAINST EDCO FOR THE BREACH OF ANY OBLIGATION ARISING OUT OF THE SALE OF THIS EQUIPMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE, SHALL BE LIMITED, AS SPECIFIED HEREIN, TO REPAIR OR, AT EDCO'S SOLE OPTION, REPLACEMENT OR REFUND. EDCO shall not be liable for any other damage or loss, including, but not limited to lost profits, lost sales, loss of use of equipment, claims of Buyer's customers, cost of capital, cost of down time, cost of substitute equipment, facilities or services, or any other special, incidental or consequential damages.