

Electronics Limited Warranty Policy

POLICY 1: SUBSITE[®] ELECTRONICS WARRANTY POLICY

Subject to the limitation and exclusions herein, free replacement parts and labor will be provided when a unit fails due to a defect in material or workmanship within one (1) year of first commercial use (See Exceptions below for specific products). Defects shall be determined through inspection by Manufacturer or authorized repair centers. An inspection must occur within thirty (30) days of the date of failure of the product or part by Manufacturer or its authorized repair facility. Manufacturer will provide the location of its inspection facilities or its nearest authorized dealer upon inquiry. Manufacturer reserves the right to supply remanufactured replacement parts under this warranty as it deems appropriate. Each warranty repair carries the remainder of the factory warranty or 90 days, whichever is longer, for all repaired components and labor.

Product Warranty Exceptions:

- All Directional Drilling Beacons, Locate Beacons and Accessories carry a six (6) month warranty.
- All Magnetic Locator Products carry an eighty four (84) month warranty.
- All Used (Cosmetic) Electronics products sold from Manufacturer carry a six (6) month warranty from date of sale to dealer.

EXCLUSIONS FROM PRODUCT WARRANTY

- All defects or damages caused by misuse, abuse, improper installation, alteration, neglect, modification, lack of maintenance, or uses other than those for which products were intended.
- All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations.
- All Batteries, which are considered consumable and therefore not covered under this warranty.
- All damaged plastics are considered to be the result of misuse or neglect unless Manufacturer has determined otherwise.
- All repairs or attempted repairs by non-certified repair facilities or personnel will void the warranty.
- All incoming duties and freight charges.
- Manufacturer reserves the right to make changes in design and/or improvements to products from time to time, and user understands that Manufacturer shall have no obligation to upgrade any previously manufactured product to include any such changes.
- In no event shall Manufacturer or its agents, assigns or parent company be liable for any indirect, special, incidental, or consequential damages or for any cover, loss of information, profit, revenue or use based upon any claim by user for breach of warranty, breach of contract, negligence, strict liability or any other legal theory. In no event shall Manufacturer liability exceed the amount user has paid for the Manufacturer product.
- Manufacturer will not be responsible for loss of accessories or loss or erasure of data storage media.
- Should it be determined that applicable law prohibits enforcement of any provision of this Warranty Policy, then to the extent it is necessary to comply with the applicable law, this Warranty Policy shall be deemed amended.
- This Warranty Policy shall be the entire agreement between Manufacturer and the Purchaser. Any statements that purport to be different than or modify or expand the terms set forth in this written policy are not effective for any purpose. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DITCH WITCH ELECTRONICS, THE CHARLES MACHINE WORKS, INC., OR ANY AUTHORIZED SERVICING AUTHORITY BE RESPONSIBLE FOR ANY LOSSES, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

SERVICE AND REPAIR

- All units repaired at Manufacturer's location or an authorized service center will carry a 90 day warranty on all replaced components/parts and labor commencing on the date of repair.

EXTENDED WARRANTY

- Consult your local Subsite dealer for extended warranty options.

WARRANTY DETAILS

For information regarding this limited warranty, contact Subsite Product Support Department, P.O. Box 66, Perry, OK 73077-0066, or your local dealer.