



IMO FireRaptor System Parts - Limited Warranties

20 Year Limited Warranty - FireRaptor Part Code FRS-01/FRS-02/FRS-03/FRS-04

In connection with the purchase of its FireRaptor Rapid Shut Down System part FRS-01/FRS-02/FRS-03/FRS-04, IMO Precision Controls Ltd. (“**IMO**”) provides the purchaser with a limited warranty with a duration of twenty (20) years, during which time IMO warrants that the FireRaptor Rapid Shut Down System part FRS-01/FRS-02/FRS-03/FRS-04 will be free from defects in components, material and workmanship provided that it has been installed, used and serviced under normal conditions, all in accordance with its specifications. The limited warranty period provided begins upon the date of delivery of the FireRaptor Rapid Shut Down System part FRS-01/FRS-02/FRS-03/FRS-04 to the purchaser of the product.

5 Year Limited Warranty - FireRaptor Part Code FRS-ESW1/FRS-ESW2

In connection with the purchase of its FireRaptor Rapid Shut Down System part FRS-ESW1/FRS-ESW2, IMO provides the purchaser with a limited warranty with a duration of five (5) years, during which time IMO warrants that the FireRaptor Rapid Shut Down System part FRS-ESW1/FRS-ESW2 will be free from defects in components, material and workmanship provided that it has been installed, used and serviced under normal conditions, all in accordance with its specifications. The limited warranty period provided begins upon the date of delivery of the FireRaptor Rapid Shut Down System part FRS-ESW1/FRS-ESW2 to the purchaser of the product.

Limited Warranty Procedures and Requirements

The purchaser of a FireRaptor Rapid Shut Down System part FRS-01/FRS-02/FRS-03/FRS-04 or FRS-ESW1/FRS-ESW2 (together, the “**Goods**”) must ensure that, during the respective warranty periods for the applicable Good, such Goods are installed, operated and serviced within the specified parameters for the Goods and that the Goods are not used outside or beyond the specifications set forth by IMO (which specifications and parameters can be found at **imopc.com**), unless conditions and parameters outside of such specifications are agreed to in writing by IMO. Such conditions that must be adhered to include, but are not limited to current rating, voltage rating, temperature conditions and sunlight exposure.

The Limited Warranties apply only to the Goods detailed above and do not apply to components and other ancillary parts used in installation of such Goods which may include, but is not limited to, cables, fuses, wires, plugs and connectors. The Limited Warranties shall only apply in favour of the purchaser of the Goods from IMO.

If during the stated limited warranty period, a purchaser of a Good suspects that a defect or fault in the Goods exists, then such purchaser must give IMO notice of any alleged defect or fault as soon as it becomes apparent by sending an email to IMO at **quality@imopc.com** detailing (1) a description of the defect or fault, (2) the circumstances under which the defect or fault occurred, and (3) the product serial code, which must be legible and properly attached to the product. Upon purchaser’s notification, IMO will, at its sole discretion, determine whether the reported defect or fault is eligible for coverage under the applicable Limited Warranty.

The defective unit shall be retained at the purchaser’s premises for inspection by IMO unless otherwise instructed by IMO which may include, but not be limited to, the unit being processed under the IMO Returns system for laboratory inspection in which case the buyer must ensure that the unit is shipped to IMO and suitably packaged to prevent damage.

If IMO determines that the reported defect or fault is eligible for coverage under a Limited Warranty then IMO will arrange for a replacement unit to be sent out to the purchaser. In the event that a replacement unit is no longer in manufacture, IMO may, at its sole discretion, send a refund. If IMO determines that the reported defect or fault is not eligible for coverage under a Limited Warranty then IMO will notify the purchaser accordingly and explain the reason that such coverage is not available.

Exclusions

The Limited Warranties above exclude damage occurring as result of the following conditions:

1. Failure to correctly handle, install, operate or use the Goods.
2. Use of the Goods for which they are not designed, or in a manner that exceeds the specification of the Goods, use in an unsuitable environment, or use not as specified or recommended by IMO in its manuals, instructions and specifications.
3. Action, omission, neglect, accidents or “Acts of God”, or other unforeseen conditions beyond IMO’s control.
4. Fair wear and tear, including cosmetic defects, such as discoloration or scratches.

IN NO EVENT SHALL IMO, OR ANY AFFILIATE OF IMO, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE PURCHASE OR USE OF THE GOODS BY PURCHASER OR OTHERWISE.

EXCEPT AS OTHERWISE SET FORTH HEREIN AND AS ALLOWED UNDER APPLICABLE LAW, IMO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE GOODS AND HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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