## **Warranty Conditions**

With regards to the original purchaser/user only, DMS warrants that the product will be free from defects in materials and workmanship for a period of one (1) year from date of purchase.

This warranty does not include shipping charge incurred for replacement or repair of any such product. DMS's sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement at DMS's option. For warranty service, please contact the dealer from whom you purchased your DMS product. In the event you do not receive satisfactory warranty service, please write directly to DMS at the address on the last page of the instruction manual. Provide the dealer's name and address, date of purchase, indicate the nature of the defect and, if the product is serialized, indicate the serial number. Do not return our products to our factory without our prior consent.

LIMITATIONS AND EXCLUSIONS: THE FOREGOING WARRANTY SHALL NOT APPLY TO SERIAL NUMBERED PRODUCTS IF THE SERIAL NUMBER HAS BEEN REMOVED OR DEFACED, PRODUCTS SUBJECT TO NEGLIGENCE, ACCIDENT, IMPROPER OPERATION, MAINTENANCE OR STORAGE, COMMERCIAL OR INSTITUTIONAL USE, NATURAL DISASTER, DMS'S PRODUCTS MODIFIED WITHOUT EXPRESS WRITIEN CONSENT INCLUDING, BUT NOT LIMITED TO, MODIFICATION THROUGH THE USE OF UNAUTHORIZED PARTS OR ATIACHMENTS; PRODUCT DAMAGED BY REASON OF REPAIRS MADE TO ANY COMPONANT WITHOUT THE SPECIFIC CONSENT OF DMS, OR TO A PRODUCT DAMAGED BY CIRCUMSTANCE BEYOND DMS'S CONTROL AND SUCH EVALUATION WILL BE SOLELY DETERMINED BY DMS. THE WARRANTY SHALL NOT APPLY TO PROBLEMS ARISING FROM NORMAL WEAR OR FAILURE TO ADHERE TO THESE INSTRUCTIONS. A CHANGE IN OPERATING NOISE, PARTICULARLY RELATIVE TO MOTORS AND GEARBOXES DOES NOT CONSTITUTE A FAILURE. ALL SUCH DEVICES WILL EXHIBIT A CHANGE IN OPERATING NOISE DUE TO AGING.

THE WARRANTY IS ALSO EXCLUSIVE AND IN LIEU OF, AND DMS EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.