









A Division of I.T.M. Electronics, Inc.

## TERMS and CONDITIONS of PRODUCT APPLICATION and WARRANTY

WARRANTY. Greenleaf Gauge warrants solely to the first purchaser of new equipment in which a Greenleaf Gauge product has been installed by the original manufacturer of that equipment, or to the original purchaser of Greenleaf Gauge products for the purpose of installation on an existing tank, (referred to as Buyer), that its products shall be free from defects in materials and workmanship, when given normal, proper, and intended usage, for twelve (12) months from the date of sale to the Buyer. Greenleaf Gauge agrees to repair or replace at its option and without cost to Buyer all defective products sold, provided that Buyer has given Greenleaf Gauge notice of such warranty claim within such warranty period. \* All products returned for repair or replacement must be sent freight prepaid to Greenleaf Gauge's plant, provided that Buyer first obtained from Greenleaf Gauge a Return Authorization Number (RAN) before any such return. Greenleaf Gauge shall have no obligation to make repairs or replacements which are required by normal wear and tear, or which result in whole or in part, from catastrophe, fault or negligence of Buyer, or from improper or unauthorized use of products, or use of the products in a manner for which they are not designed, or from unauthorized repair or alteration. No suit or action shall be brought against Greenleaf Gauge more than twelve (12) months after the related cause of action has accrued. Buyer has not relied and shall not rely on any oral representation regarding warranty of Greenleaf Gauge products, and any oral representation shall not bind Greenleaf Gauge and shall not be a part of any warranty

THE PROVISIONS OF THE FOREGOING WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). GREENLEAF GAUGE'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THEIR PRODUCTS OR THEIR USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY THE BUYER FOR THE PRODUCTS. IN NO EVENT SHALL GREENLEAF GAUGE, INC. BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, OR LOSS OF USE DAMAGES ARISING OUT OF THE MANUFACTURE, SALE, OR SUPPLYING OF THE GREENLEAF GAUGE PRODUCTS. THIS WARRANTY MAY NOT BE TRANSFERRED TO ANY OTHER PERSON OR ENTITY.

Some states do not permit limitation or exclusion of implied warranties; therefore, the aforesaid limitation(s) or exclusion(s) may not apply to the purchaser. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

\*For service instructions call Greenleaf Gauge at 208-453-1714 or toll free 888-884-2843.

We Service What We Sell

© 2010

Greenleaf Gauge

