



DMA AERO 2 YEAR LIMITED WARRANTY

This Limited Warranty (“Warranty”) is for the initial retail owner of the Product (the “End Customer”) and shall not be assigned or transferred without DMA Aero’s (“DMA”) prior written consent.

DMA warrants the Product will be free of defects in workmanship or material for a period of twenty-four (24) months from date of shipment. During the Warranty Period DMA will correct these defects by repair or replacement at DMA’s sole option and expense, provided that:

1. previous maintenance or repair, installation, handling, transportation, storage, operation and/or use of the Product was performed in compliance with DMA’s instructions;
2. the Product has not been altered, modified, or repaired other than by DMA, or a dealer or service and repair center that has been authorized by DMA;
3. written notice of the Product defect is given to DMA, or a dealer or service and repair center that has been authorized by DMA, within the specified Warranty Period; and
4. end Customer must complete the DMA-Aero Repair/Calibration Service form located at www.dma-aero.com.

End Customer shall be solely responsible for the costs associated with shipment to the repair facility. **Return of the instrument should be made in its original container and packed appropriately. In the case of loss of the original container, customer should contact DMA who will provide a replacement. Customer will pay for the shipping and cost of the replacement.** DMA will pay the shipping for return of the repaired or replaced Product to End Customer’s location within NAFTA.

All Products repaired or replaced hereunder shall be warranted in accordance with the terms of this Warranty for the remaining unexpired portion of the Warranty Period, only. In the event the Product is no longer being manufactured by DMA, DMA, in its sole discretion, will either substitute a successor product (of the equivalent or improved quality and specification) or refund End Customer with the standard price paid for the Product at the time of purchase.

DISCLAIMER. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NO EXTENSION OR EXPANSION OF THIS WARRANTY SHALL BE BINDING UPON DMA UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF DMA.

LIMITATION OF LIABILITY. IN NO EVENT SHALL DMA BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS WARRANTY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH IN THIS WARRANTY SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THIS WARRANTY. DMA’S AGGREGATE LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS WARRANTY, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT OR SERVICE COVERED BY OR FURNISHED UNDER THIS WARRANTY SHALL IN NO EVENT EXCEED DMA’S STANDARD PRICE OF THE PRODUCT, AT THE TIME OF PURCHASE, WHICH GIVES RISE TO THE CLAIM.

This Warranty is intended as the exclusive remedy of End Customer with respect to any claim relating to the Products, whether arising at law or at equity.

This Warranty shall be governed in all respects by the laws of the United States of America and the State of Connecticut without regard to conflicts of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Warranty. All disputes arising under the Warranty shall be brought in Superior Court of the State of Connecticut. Such courts shall have sole jurisdiction over any disputes under the Warranty, and the parties hereby consent to the personal jurisdiction of such courts.

DMA Aero is a Division of PMC Engineering LLC (*formerly Process Measurement & Controls, Inc.*)
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