

## PROLON LIMITED WARRANTY

IMPORTANT: BY USING YOUR PROLON PRODUCT, YOU ACCEPT TO BE BOUND BY THE CONDITIONS OF PROLON LIMITED WARRANTY AS DEFINED BELOW

DO NOT USE YOUR PROLON PRODUCT BEFORE HAVING READ ALL THE CONDITIONS IN THE CURRENT WARRANTY.

### WHAT IS WARRANTIED?

Prolon, 17510 rue Charles, Suite 100, Mirabel, QC, J7J 1X9, Canada warrants Prolon's products against manufacturing deficiencies when they are used under normal conditions, and used following Prolon's published instructions for the applicable period described hereinafter beginning at the date of purchase, as specified on the invoice ("WARRANTY PERIOD"):

For the products purchased no later than on July 31st, 2017 the WARRANTY PERIOD shall not exceed a period of one year starting at the date of purchase;

For the products purchased after July 31st, 2017, the WARRANTY PERIOD shall not exceed a period of three years starting at the date of purchase

### EXCLUSIONS

Prolon is not responsible for damages resulting from non-compliance with published directives by Prolon concerning the use of its products.

The current warranty does not apply:

- (A)** to cosmetic damages, such as scratches, dents or broken pieces of plastic;
- (B)** to damage caused by using a Third Party component or product;
- (C)** to damage caused by an accident, by an abuse, by misuse or manipulation, by a fire, by exposure to a liquid, by condensation, by a Force majeure (act of God such as hurricane, tornado, flood, earthquake, etc), or by any other external cause;
- (D)** to damage caused by the use of the Product not in accordance with Prolon's published guidelines;
- (E)** to damage caused by the servicing (including upgrades) or the repair by any person who is not an authorized Prolon representative, or who has not received a written approval by Prolon;
- (F)** to a product that has been modified to change its functionality or capacity without a written permission from Prolon;
- (G)** to defects resulting from normal wear or normal aging of the Product;
- (H)** if the Product has been stolen or if you are unable to prove that you are the authorized user of the Product (i.e. by providing proof of purchase);
- (I)** to damage which exceeds the cost of the Product;
- (J)** to damage caused by the incompatibility of software, hardware or of any other equipment used with the Product.

Prolon shall not be liable for any damages, losses or expenses, directly or indirectly related to the use of its Product, failure of its Product to perform as intended, or for any other cause.

## WHAT WILL PROLON DO TO CORRECT THE PROBLEM?

If Prolon determines that the Warranty applies, Prolon will issue prepaid packing slips and, if applicable, packaging materials and appropriate packing and shipping instructions so that the Product may be expedited according to Prolon's guidelines. Once the repairs have been completed, Prolon will return the Product to you. Prolon will pay the shipping fees from your location as well as the return, on condition that the Product's packaging and shipping instructions have been properly followed.

Prolon reserves the right to modify the method which Prolon chooses to offer the warranty service, as well as the conditions of eligibility of the Product to a particular service method.

If, during the warranty period, you submit a valid claim, Prolon may, at its discretion:

- (i) repair the Product using new or equivalent parts;
- (ii) replace the Product with a device of the same model (or, with your consent, a device that works at least equivalently to the original Product) which contains new or parts equivalent to new in terms of function and reliability;
- (iii) take back the Product and refund the purchase price.

## YOUR RESPONSIBILITY

To benefit from this warranty, you must follow the specific maintenance instructions for the Product.

Prolon or its agents may require that you provide details of your proof of purchase, answer questions designed to help diagnose potential problems, and follow procedures established by Prolon to fully benefit from the Warranty.

Following the Warranty service, your Product or a replacement product will be returned to you with the original configuration of the Product at the time of purchase. You are responsible for the configuration of all your data and information. The recovery and reinstallation of software programs, data and other information is not covered under this Warranty.

## HOW TO REACH US

All returns must be pre-authorized with an RMA number (Return Material Authorization) from the manufacturing plant. Please send an email to [orders@proloncontrols.com](mailto:orders@proloncontrols.com) or call 1-877-9PROLON (1-877-977-6566).

The product determined to be within the Warranty period must be shipped prepaid for repair to:

PROLON  
17510 rue Charles, Suite 100  
Mirabel, Quebec J7J 1X9  
Canada



## LIMITATION OF LIABILITY

Prolon offers no additional warranties, expressed or implied, supplementary or otherwise, to the Warranty above.

No distributor, reseller, agent or Prolon employee is authorized to make any modification, extension or addition to this Warranty.

The repair or replacement of the defective Product constitutes the fulfillment of all obligations of Prolon.

Prolon assumes no responsibility for its ability to repair or replace the Product without risk or loss of information stored on the Prolon software used by the purchaser.

Subject to the provisions of the Warranty and to the fullest extent permitted by applicable law, Prolon is not liable to any person, including the Customer, for any direct, indirect, special or incidental damages arising from the Product's failure or refusal to provide the Warranty.

In particular, Prolon is not liable to any person, including the Customer, for loss of use, loss of revenue, loss of actual or anticipated profits (including loss of profits realized by the business), loss of use of funds, loss of savings, loss of customers, loss of business opportunities, loss of goodwill, loss of reputation and loss of data or its damage, compromise or corruption, nor the loss or consequential damage caused by any way whatsoever, including the replacement of equipment or property, costs of retrieval, of programming or reproduction of programs or data stored on or used in conjunction with the Product and the failure to ensure the confidentiality of the information stored on the Product.

## ONLINE INFORMATION

You will find more information on what follows at the following website: <http://www.proloncontrols.com>

Prolon Authorized Distributors

Prolon Training Sessions

Prolon Support and Service