



# TRACOM STATEMENT OF WARRANTY FORM

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Equipment manufactured and sold by TRACOM, Inc., is warranted to be free from defects in workmanship and materials for a period of **two (2) years** from date of shipment. If dissatisfied with the equipment within **ten (10) days of receipt**, the Buyer may return the equipment freight pre-paid to TRACOM for a refund (excluding restocking fees).

Should any item manufactured by TRACOM become defective during the warranty period, it will be repaired or replaced at TRACOM's discretion. Warranty repairs made at TRACOM's factory or in the field shall be at no charge to the customer. TRACOM shall pay **SURFACE** transportation charges both ways within the contiguous United States if the equipment proves to be defective **WITHIN 30 DAYS** from the date of shipment. Throughout the remainder of the warranty period, the customer shall pay transportation charges to return the equipment to TRACOM, and TRACOM shall pay **SURFACE** transportation charges to return the repaired equipment to the customer. All requests for warranty service must be received within the warranty period.

All TRACOM warranties are contingent upon the proper use of the equipment, and will not apply if the equipment is subjected to unusual physical stress, neglect, misuse, or inadequate storage. The Buyer, by acceptance of the equipment, assumes all liability for consequences of its use or misuses by the Buyer, the Buyer's employees, and/or all others.

In no event shall TRACOM be liable for any special, indirect, incidental, or consequential damages arising out of, or as a result of, the sale, delivery, servicing, or loss of use of the equipment or any part thereof, or for any charges or expenses of any nature incurred without TRACOM's express written consent. Even if TRACOM, Inc. has been negligent, in no event shall TRACOM's liability under any claim be made by the Buyer be in excess of the purchase price of the equipment in respect of which damages are claimed.

This warranty is in lieu of all other warranties (including without limiting the generality of the foregoing warranties of merchantability and fitness for a particular purpose) express or implied, and the Buyer's sole and exclusive remedy for breach of this warranty shall be as stated hereinabove and in the Terms and Conditions of sale (TC-F).

NOTE: All equipment not of TRACOM's direct manufacture shall carry the warranty of the original manufacturer. TRACOM makes no warranty with regard to any product not manufactured by TRACOM.

Equipment may be returned to:

TRACOM, Inc.  
120 McArthur Road  
Marble Hill, GA 30148

1.770.664.6513 voice  
1.770.664.6565 fax

***TRACOM must be notified of, and approve in advance, any and all returns.***

Failure to pay within the established payment terms will suspend the terms of this warranty. Should payment become greater than 28 days past due, reestablishment of the warranty shall require a warranty fee of 1% of the invoice amount per week (or portion thereof) beyond 28 days past due.

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