

WARRANTY STATEMENT

1. Lexington Ames LLC shall repair or (at its option) replace any Products which prove to be defective under proper use within a period of thirty six (36) months from the date of delivery of the Products by Lexington Ames provided that:
 - 1.1 notice in writing giving details of the defects is given to Lexington Ames as soon as the defects become apparent;
 - 1.2 where the Products were manufactured by Lexington Ames, the defects are shown to Lexington Ames's satisfaction to have arisen solely from Lexington Ames' faulty design, workmanship or materials;
 - 1.3 the defective Products are returned to Lexington Ames' works at the Buyer's expense, if so requested by Lexington Ames;
2. Lexington Ames shall not be liable in respect of any defect or damage to the Products which is caused by ordinary wear and tear, lack of maintenance, improper use, misuse or abuse, improper or unsuitable installation, alterations, modifications or dismantling, any third party or parties or any other cause beyond Lexington Ames' reasonable control. As a result of any investigation by Lexington Ames that shows the defects do not come within clause 1.1 above, Lexington Ames reserves the right to invoice the Buyer and the Buyer shall pay promptly the reasonable costs of such investigation.
3. As an alternative to repair or replacement of the defective Products under 1 above, Lexington Ames shall be entitled in its absolute discretion to refund the price
4. For the purposes of this Warranty Condition "improper use" means a use which has not been either approved for the relevant Product in Lexington Ames' sales literature or quotation or otherwise approved by Lexington Ames in writing.

WARRANTY EXCLUSIONS

This warranty does not cover:

- 1) The installation or maintenance of any other non-performing portions of the Buyer's network system;
- 2) Products not supplied directly by Lexington Ames or through channels approved by Lexington Ames;
- 3) Defects resulting from a non-compliant or improper System design, installation, use, repair, or any System alterations, misuse, neglect, accidents or abuse.