

## **International Sports Timing Product Warranty**

The limited warranty set forth below is given by **International Sports Timing**, division of Industrial Service Technology, Inc. (“Company”) with respect to **non-video SCOREBOARD, Computer Timing Interface (included with SWIMWARE, TIMEWARE or MEETWARE Software), POLOWARE Interface (included with POLOWARE Software), SWIMCLOCK, SWIMCOUNT, SHOTCLOCK, SWIMSTART, SWIMSTART Remote Start** products (“Products”). (NOTE: **Video Scoreboards, Cables, In-deck wiring and all related deck plates, wall plates and wiring are NOT included in this warranty.**)

Products, when delivered to you in new condition in their original containers, are warranted against defects in materials or workmanship as follows: for a period of **five (5) years** from the date of original purchase, defective Products returned to the Company and proven to be defective upon inspection, will be repaired or exchanged for new or comparable rebuilt Products, as determined by the Company. **Twelve (12) Volt Batteries** (Batteries) used in some Products are warranted against defects in materials or workmanship for a period of **two (2) years** from the date of original purchase, during which period defective Batteries in Products returned to the company and proven to be defective upon inspection will be replaced by the Company. If the Batteries prove to be defective during the remaining three (3) years of the Product warranty, the Company will replace the Batteries for such cost as the Company may generally establish from time to time.

This limited warranty covers all defects encountered in normal use of the Products, and does not apply in the following cases:

1. Loss of or damage to the Products due to abuse, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, failure to follow operating, maintenance or environmental instructions prescribed in the Company’s instruction manual, or service performed by other than the Company
2. Use of parts or supplies (other than those sold by the Company) which cause damage to the Product or cause abnormally frequent service problems.
3. If any Product has had its serial number or dating altered or removed.

**The Company makes no express, implied or statutory warranties (including any warranty of merchantability or of fitness for a particular purpose) with respect to any goods or services sold by the Company. The Company disclaims and Buyer agrees that there are no warranties arising from any course of dealing or trade usage or warranties implied by custom or usage in the trades of the Buyer and of the Company, and that any prior dealings of the Buyer with the Company do not imply that the Company warrants the goods or services in any way.**

**Any buyer of Products from the Company agrees with the Company that the sole and exclusive remedies for breach of any warranty concerning the goods or services shall be for the Company, at its option, to repair or replace the Products or refund the purchase price. In no event shall Company be liable for any consequential or incidental damages even if the Company fails in any attempt to remedy defects in the Products, but in such case the Buyer shall be entitled to no more than a refund of all money paid to the Company by the Buyer for purchase of all Products. Any cause of action for breach of any warranty by the Company shall be barred unless the Company receives from the Buyer a written notice of the alleged defect or breach within ninety (90) days from the earliest date on which the**

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**buyer could reasonably have discovered the alleged defect or breach, and no action for the breach of any warranty shall be commenced by the buyer later than twelve months from the earliest date on which the buyer could reasonably have discovered the alleged defect or breach. The warranty herein extends to the original Buyer only and not to Buyer's customers or the users of Buyer's products. This warranty shall not apply if the Product has been subjected to alteration, misuse, accident, neglect or improper application, installation or operation.**

### **Warranty Service**

In order to obtain warranty service, call the Company at 800/835-2611 from Monday to Friday 9:00AM to 5:00PM Eastern Time (excluding holidays). A Company technician will attempt to diagnose the nature of the Product problem and correct it over the telephone. If the problem cannot be corrected over the telephone, you will be given a Return Material Authorization (RMA) Number, and directed to ship the Product to the Company, to the attention of the RMA number. The Company technician may direct you to return only certain components of the Product that require repair or replacement. It is your responsibility to **properly** package and send the Product together with a complete explanation of the problem to the Company at your cost. Products covered by this limited warranty will be repaired or replaced and returned to you without charge by the Company. Repairs not covered under this limited warranty will be charged to you at such cost as the Company may generally establish from time to time.

### **Exchange Service**

Exchange Service is a program that expedites the exchange of a non-working product with a refurbished Product, when available. The refurbished Product you receive will be covered by the balance of the period remaining on your original limited warranty. **NOTE THAT BY USING THIS SERVICE YOU WILL KEEP THE REPLACEMENT PRODUCT THAT IS SENT TO YOU AND THE COMPANY WILL NOT RETURN TO YOU THE NON-WORKING PRODUCT THAT YOU ORIGINALLY PURCHASED, WHICH SHALL BECOME THE PROPERTY OF THE COMPANY.**

If you elect Exchange Service and a refurbished Product is available, you will be issued a Return Material Authorization (RMA) Exchange number, and directed to ship the Product to the Company, to the attention of the RMA number. You will be asked for information pertaining to your non-working Product and for a ship-to location for the replacement Product (street address only--no P.O. Boxes). The Company technician may direct you to return only certain components of the Product that require replacement. It is your responsibility to **properly** package and send the Product together with a complete explanation of the problem to the Company at your cost. The replacement Product will be sent to you at no charge by the Company. You must also agree that you will be billed an amount up to the cost of a new Product if (1) you do not return the non-working Product to the Company within thirty (30) days of receiving the RMA Exchange Number; (2) the defects in the non-working Product are not covered by this limited warranty; or (3) the warranty period on the Product has expired or has not been sufficiently established by the Product's serial number, as registered by the company.