

## 3 YEAR LIMITED WARRANTY – AKE-5 & KE-1700 SERIES

Effective Date 9/1/09

**Essex Electronics Inc.** warrants that at the time of original purchase from Essex Electronics Inc., the products specified below are free from defects in workmanship and material. Subject to the conditions and limitations set forth below, Essex Electronics Inc. will, at its option, either repair or replace any part of its products that prove defective by reason of improper workmanship or materials. Repaired parts or replacement products will be provided by Essex Electronics Inc. on an exchange basis, and will be either new or refurbished to be functionally equivalent to new. Essex Electronics Inc. reserves the right to discontinue a product for any reason, without notice, at any time. If a product that has been discontinued proves defective and if Essex Electronics Inc. is unable to repair or replace the product, within the terms expressed in this Limited Warranty, a substitute product may be provided at the Essex Electronics Inc.'s election, as a replacement for the original discontinued product.

All products must be installed and used in accordance with Essex Operating and Installation Instructions. This Limited Warranty extends only to the original retail or wholesale Buyer and the original site of installation. It does not cover any damage to this product or parts thereof, if the product is installed in violation of the applicable codes or ordinances, or is not installed in accordance with our installation instructions. This warranty will only include the normal operating life of the LED's as specified by the manufacturer. It does not cover any damage that results from accident, abuse, misuse, natural disaster, insufficient or excessive electrical supply, abnormal mechanical or environmental conditions, or any unauthorized disassembly, repair, or modification. This Limited Warranty also does not apply to any product on which the original identification or date of manufacture information has been altered, obliterated or removed. In no event shall Essex Electronics Inc. be liable for any damage to persons, property or area surrounding the installation site caused by any malfunction of the product manufactured by Essex Electronics Inc.

Essex Electronics Inc. will not pay, nor be responsible for, shipping, transportation or delivery charges, or other cost of removal of a defective product or installation of a replacement product. The original component replaced under this Limited Warranty in any system shall become the property of Essex Electronics Inc., and as such will, at our request, be returned to our factory with transportation charges paid by the Buyer.

**Limited 3 Year Warranty from date of Manufacture:** Essex KE-1700 Series and AKE-5 Series .

Essex Electronics, Inc.'s liability and Buyer's remedy under this warranty is limited to the repair or replacement at Seller's election of the product, or parts thereof, returned to Essex Electronics Inc. at Buyer's expense and shown to Essex Electronics Inc.'s reasonable satisfaction to have been defective.

Notice of any defect must be sent in writing to Essex Electronics, Inc., 1130 Mark Avenue, Carpinteria, California, 93013, USA and must include the date code of the unit, description of the defect and factory assigned Return Authorization #. Upon receipt of such notification, Essex will determine whether to repair or replace. We also reserve the right to have our representative make any inspection or repairs, or furnish replacements.



## DISCLAIMER OF WARRANTIES: LIMITATION OF BUYER'S REMEDIES

Except for the repair or replacement at seller's option which is expressly set forth above, Essex Electronics, Incorporated extends no warranty of any kind, express or implied, and disclaims any implied warranty of merchantability or suitability for purpose for which sold, with respect to the Keyless Entry® Coded Access System. Except for the limited repair or replacement specified above, under no circumstances will Essex Electronics, Incorporated be liable to buyer under or in connection with any manufacture or sale of the Keyless Entry® Coded Access System under any tort, negligence, strict liability, contract or other legal or equitable theory, or for incidental or consequential damages, or buyer's cost of effecting insurance coverage.

The foregoing limited warranty expressed herein constitutes the sole and entire warranty with respect to the Keyless Entry® Coded Access System and is in place of any and all other warranties, express or implied.

This warranty may not be expanded or extended by any oral representation, written sales information, advertising, drawings or otherwise. Essex Electronics, Incorporated is not responsible hereunder for incidental damage to person or property, or other incidental or consequential damages. The remedies of the buyer shall be limited to those provided in this limited warranty to the exclusion of any and all other remedies, including, without limitation, incidental or consequential damages.

This Limited Warranty shall be governed by and interpreted in accordance with the California Uniform Commercial Code and by the procedural laws of the State of California. Any lawsuit or other action which arises out of, relates to, or is in connection with the manufacture or sale of the KEYLESS ENTRY® CODED ACCESS SYSTEM shall be governed by California law, and the venue for any such action shall be the Superior Court of the State of California in and for Santa Barbara County, California.

## REPAIR POLICY.

Should it be necessary for a component or a system to be returned for repair, it **must** be accompanied with an RA# (Return Authorization Number) issued by the factory. Please call 1-800-KEYLESS (800-539-5377) to obtain RA #. All returns must be sent to the factory **freight prepaid**. Collect shipments will not be accepted at any time. Standard turnaround time is ten (10) working days from the date of receipt. All repairs will be returned FEDEX Saver (or equivalent). Any other shipping requests or instructions will be at the customer's expense.

At the factory's discretion, warranty repairs will include repair or replacement, update and testing. Returns and repairs out of the warranty period or in warranty with damage not covered under warranty shall be subject to a repair charge. All non-warranty repair freight charges are the responsibility of the customer. Non-warranty repair charges are returned COD or can be charged to a credit card. (Factory Authorized Distributors are subject to standard terms).

