

IMPORTANT MESSAGE

THE ENCLOSURE TEMPERATURE WHICH IS REPORTED WITHIN THE DELTA T ALERT SOFTWARE IS THE AMBIENT TEMPERATURE WITHIN THE ENCLOSURE ONLY.

IT IS NOT THE COMPONENT TEMPERATURE THAT IS GENERATING THE HEAT-RISE WITHIN THAT ENCLOSURE. THE COMPONENT THAT IS GENERATING THE HEAT-RISE MAY ACTUALLY BE MUCH HOTTER THAN THE REPORTED ENCLOSURE TEMPERATURE.

Limited Warranty

Delta T Engineering, LLC warrants the original purchaser that for a period of twelve months from the date of purchase, the Delta T Alert sensor shall be free of defects in materials and workmanship under normal use. During the warranty period, Delta T Engineering, LLC shall, at its option, repair or replace any defective Delta T Alert sensor upon return of the product to its factory, at no charge for labor and materials. Any replacement and/or repaired parts are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer. The Customer must promptly notify Delta T Engineering, LLC in writing that there is a defect in material or workmanship, such written notice to be received in all events prior to expiration of the warranty period. The Customer's exclusive remedy shall be the repair or replacement of the product. **THIS IS THE EXCLUSIVE REMEDY.**

There is absolutely no warranty on software and all software products are sold as a user license under the terms of the software license agreement included with the product. The Customer assumes all responsibility for the proper selection, operation and maintenance of any products purchased from Delta T Engineering, LLC. Delta T Engineering, LLC shall be in no way responsible for the Delta T Alert sensor's use and service and the Customer hereby waives all rights other than those expressly written herein. This Warranty shall not be extended or varied except by a written instrument signed by Delta T Engineering, LLC and Customer.

In no event will Delta T Engineering, LLC's liability arising out of any cause whatsoever exceed the price of the Delta T Alert sensor. Under no circumstances shall Delta T Engineering, LLC be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, lost business, loss of profits, loss of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, Customer's time, the claims of third parties, including customers, and injury to property. The laws of some jurisdictions limit or do not allow the disclaimer of consequential damages. If the laws of such a jurisdiction apply to any claim by or against Delta T Engineering, LLC, the limitations and disclaimers contained here shall be to the greatest extent permitted by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so that the above may not apply to you.

IN THE EVENT THAT THE CUSTOMER DOES NOT AGREE WITH THIS LIMITED WARRANTY THE CUSTOMER MAY PROMPTLY RETURN THIS PRODUCT, IN A NEW AND UNUSED CONDITION, WITH A DATED PROOF OF PURCHASE, TO THE PLACE OF PURCHASE WITHIN SIXTY (60) DAYS FROM DATE OF PURCHASE FOR A FULL REFUND

Warranty Procedure

To obtain service or repair under this warranty, please contact Delta T Engineering, LLC Customer Support to obtain a return authorization number. Please provide the unit identification number (found in the accompanying software) of all equipment that will be returned. Anyone returning goods to Delta T Engineering, LLC must first obtain an authorization number. Delta T Engineering, LLC will not accept any shipment whatsoever for which prior authorization has not been obtained. Reference the return authorization number when returning the product, freight and insurance prepaid with a dated proof of purchase, to:

Delta T Engineering, LLC
Customer Support
136 Main Street
Metuchen, NJ 08840
Attn: Repairs / return no. _____

Phone: 877-321-0576

Fax: 732-548-4342

technicalsupport@deltatengineering.com

No repair work will be performed until a valid purchase order is received from the Customer and a return authorization number is issued by Delta T Engineering, LLC's Customer Support. Delta T Engineering, LLC's liability for failure to repair the product under this warranty after a reasonable number of attempts will be limited to a replacement of the product, as the exclusive remedy for breach of warranty. All Warranty claims are subject to approval by Delta T Engineering, LLC. Delta T Engineering, LLC will not be responsible for unauthorized returns or for loss or damage to the product during the return shipment. The repaired Delta T Alert sensor will be shipped, freight prepaid, to the Customer.

Conditions to Void Warranty

This warranty applies only to defects in parts and workmanship relating to normal use of the Delta T Alert sensor. It does not cover:

damage caused by accident or neglect, including failure to keep fully charged batteries in the Delta T Alert sensor (however, the Customer will get a "low battery" alarm instructing him to change the batteries);

damage due to interruption in signal from the Delta T Alert sensor (however, the Customer will get a "No Response" alarm which means he should investigate. This could be due to frequency signal interruption, stolen or damaged sensor);
damage due to quick or immediate heat rise not registered due to infrequently programmed recording intervals;
damage incurred in shipping or handling;
damage caused by disaster such as fire, flood, wind, earthquake or lightning;
damage due to causes beyond the control of Delta T Engineering, LLC such as mechanical shock, water damage, or power surge / excessive voltage, whether from a supplier utility or from within Customer's facility;
damage caused by unauthorized attachment, alterations, modifications or foreign objects;
damage caused by peripherals (unless such peripherals were supplied by Delta T Engineering, LLC);
defects caused by failure to provide a suitable installation environment for the product;
damage caused by misuse or use of the products for purposes other than those for which it was designed;
damage from improper maintenance;
damage arising out of any other abuse, mishandling or improper application of the products.

Items Not Covered by Warranty

In addition to the items which void the Warranty, the following items shall not be covered by Warranty: (i) normal wear and tear; (ii) freight cost to the repair center; (iii) products which are not identified with Delta T Engineering, LLC's product label and /or product identification number; and (iv) products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection or testing to verify any warranty claim. Products not covered by this warranty, or otherwise out of warranty due to age, misuse, or damage shall be evaluated, and a repair estimate shall be provided.

Delta T Engineering, LLC assumes no liability regarding the improper installation or misapplication of its products by the customer or by third-party installer independently hired by the customer. **Delta T Engineering, Inc. requires that only factory-approved infrared thermographers install or supervise the installation and set-up process of the Delta T Alert unit. It is the installer's responsibility to check for proper installation of the Delta T Alert sensor and if in doubt, to contact the manufacturer.**

Under no circumstances shall Delta T Engineering, LLC be liable for any labor charged or travel time incurred in diagnosis for defects, removal, or reinstallation of this product, or any other contingent expenses. Under no circumstances will Delta T Engineering, LLC be liable for any damage or expenses insured by reason of the use or sale of any such equipment.

Disclaimer of Warranties

This warranty contains the entire warranty and shall be in lieu of any and all other warranties, whether express or implied (including all implied warranties of merchantability or fitness for a particular purpose, and any warranties of title or non-infringement) and of all other obligations or liabilities on the part of Delta T Engineering, LLC. Delta T Engineering, LLC neither assumes responsibility for, nor authorizes any other person purporting to act on its behalf to modify or to change this warranty, nor to assume for it any other warranty or liability concerning this product. This disclaimer of warranties and limited warranty are governed by the laws of the State of New Jersey, USA.

WARNING: Delta T Engineering, LLC recommends that the Delta T Alert software be viewed on a daily basis to ensure all units are functional, to address to "Low Battery" or "No Response" signals, and to check temperature rise status/alarms of each unit. However, despite daily viewing, and due to, but not limited to, criminal tampering or electrical disruption, it is possible for this product to fail to perform as expected.

Out of Warranty Repairs

Delta T Engineering, LLC will at its option repair or replace out-of-warranty products which are returned to its factory according to the following conditions. Anyone returning equipment to Delta T Engineering, LLC must first obtain an authorization number. Delta T Engineering, LLC will not accept any shipment whatsoever for which prior authorization has not been obtained. Products which Delta T Engineering, LLC determines to be repairable will be repaired and returned. A set fee which Delta T Engineering, LLC has predetermined and which may be revised from time to time, will be charged for each sensor repaired. Any Delta T Alert sensor which Delta T Engineering, LLC determines not to be repairable will be replaced by the nearest equivalent Delta T Engineering, LLC product available at that time. The current market price of the replacement product will be charged for each replacement sensor.

International Warranty

The warranty for international customers is the same as for any customer within the United States and Canada, with the exception that Delta T Engineering, LLC shall not be responsible for any customs fees, taxes, or VAT that may be due.