

FLEX-TRAC™

LIMITED WARRANTY

Flex-Trac, Inc., a Pennsylvania corporation (the “Manufacturer”), warrants to the original owner at the original installation site that the product supplied by the Manufacturer will be free from defects in material or workmanship for a period of one (1) year from the date of shipment from the Manufacturer’s facility. If upon examination by the Manufacturer, the product is shown to have a defect in material or workmanship during the warranty period, the Manufacturer will, at its option, either repair or replace that part of the product which is shown to be defective, or issue a credit for the amount paid for the defective product that may be applied to future orders of the product. Repair or replacement of any product or part thereof under this Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced product or part beyond the stated warranty period.

THIS LIMITED WARRANTY DOES NOT APPLY:

- If the product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, has been altered or modified in any way, or has not been installed, maintained or operated in accordance with the applicable product design and/or installation guide.
- To any costs or expenses, including labor or material, incurred during investigation, removal or reinstallation of the defective product or parts thereof, including without limitation any costs or expenses for clean-up, downtime, or lost profits.
- To any damage or impairment of the product caused by any casualty, including without limitation fires, explosions, storms, floods, wind, earthquakes or acts of God.
- To any workmanship of the installer of the product.
- If the product has been installed or repaired by anyone who is not an authorized service representative for the applicable product.
- If the product has been installed with unauthorized third party components.

THIS LIMITED WARRANTY IS CONDITIONAL UPON ALL OF THE FOLLOWING:

- Receipt by the Manufacturer of a written warranty claim during the applicable warranty period and within 24 hours of any known or suspected failure of the product.
- Shipment, to the Manufacturer, of that part of the product thought to be defective. Product can only be returned with prior written approval from the Manufacturer. All returns must be freight prepaid.
- Determination, in the reasonable opinion of the Manufacturer, that there exists a defect in material or workmanship.

IMPORTANT: LIMITATIONS OF LIABILITY

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OR

CONDITIONS ARISING BY OPERATION OF LAW INCLUDING APPLICABLE SALE OF GOODS LEGISLATION, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY.

WHERE PERMITTED BY LAW, IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOSS OF OPPORTUNITY, AND WHETHER OR NOT THE MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES THE ORIGINAL OWNER OF THE PRODUCT SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY BY EACH JURISDICTION.

In the event that a translation of this Limited Warranty is prepared, you acknowledge that the English language version shall prevail and govern in the event of any inconsistency between the English version and such translation.

Please visit our website for the applicable product at <https://omegaflex.com/> for our contact information for warranty service, if needed.

In case you are looking at a printed or downloaded version of this Limited Warranty, please be sure you are looking at the correct and current version at the time of your purchase, by going to [Home - Omegaflex Corp](#) or:

