

American Technologies Network Corp 2400 NW 95 Ave, Doral, FL 33172

**Warranty Information:** 

## 3 Year product warranty

This product is guaranteed to be free from manufacturing defects in material and workmanship under normal use for a period of 3 (three) years from the date of purchase. In the event a defect that is covered by the foregoing warranty occurs during the applicable period stated above, ATN, at its option, will either repair or replace the product, and such action on the part of ATN shall be the full extent of ATN's liability, and the Customer's sole and exclusive remedy. This warranty does not cover a product (a) used in other than its normal and customary manner; (b) subjected to misuse; (c) subjected to alterations, modifications or repairs by the Customer or by any party other than ATN without prior written consent of ATN; (d) special order or "close-out" merchandise or merchandise sold "as-is" by either ATN or the ATN dealer; or (e) merchandise that has been discontinued by the manufacturer and either parts or replacement units are not available due to reasons beyond the control of ATN. ATN shall not be responsible for any defects or damage that in ATN's opinion is a result from the mishandling, abuse, misuse, improper storage or improper operation, including use in conjunction with equipment which is electrically or mechanically incompatible with or of inferior quality to the product, as well as failure to maintain the environmental conditions specified by the manufacturer. This warranty is extended only to the original purchaser. Any breach of this warranty shall be waived unless the customer notifies ATN at the address noted below within the applicable warranty period.

The customer understands and agrees that except for the foregoing warranty, no other warranties written or oral, statutory, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply to the product. All such implied warranties are hereby and expressly disclaimed.

## **LIMITATION OF LIABILITY**

ATN will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages or liabilities arising out of the use of this product. Operation and use of the product are the sole responsibility of the Customer. ATN's sole undertaking is limited to providing the products and services outlined herein in accordance with the terms and conditions of this Agreement. The provision of products sold and services performed by ATN to the Customer shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any obligation toward any third party of legal entity outside ATN and the Customer; ATN's obligations under this Agreement extend solely to the Customer.

ATN's liability hereunder for damages, regardless of the form or action, shall not exceed the fees or other charges paid to ATN by the customer or customer's dealer. ATN shall not, in any event, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, or lost profit, whether such damages were foreseeable or not at the time of purchase, and whether or not such damages arise out of a breach of warranty, a breach of agreement, negligence, strict liability or any other theory of liability.