



## **1 Year Limited Warranty for UV-Clean Products**

All ENS Group UV-Clean products will remain free of defects in material and workmanship for a period of one (1) year from the date of shipment from ENS Group (the “Warranty Period”) and is subject to any exclusions and limitations as set forth below.

### **Exclusions and Limitations**

These warranties do not cover product abuse, modification, failure to adhere to product instructions, improper operations and/or misuse. ENS Group is not responsible for damage arising from failure to follow instructions relating to the product’s intended use. ENS Group is not responsible for injury or loss caused by or associated with the installation and/or use of ENS Group products in any manner other than in strict conformance with the instructions set forth in its installation instructions, technical bulletins and/or product literature.

ENS Group does not warrant damages or defects to ENS Group UV-Clean products under the following conditions: an Act of God, unauthorized service or repair, damage from electrical power problems, usage of parts or components not supplied by ENS Group, failure to follow product instructions and guidelines including failure to use proper recommended tools for installation or adjustment, unauthorized changes to the product, shipping damage (other than original shipment from ENS Group), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external sources.

### **Exclusive Remedy**

**Warranty Replacement or Repair:** If any ENS Group UV-Clean product becomes defective in material or workmanship during the Warranty Period, ENS Group will determine with you, within 10 business days from receipt of returned product, if the product is covered under warranty. ENS Group, at its sole discretion, may replace or repair the unit determined to be under warranty. Any replacement units for non-custom UV-Clean products will ship from ENS Group within 10 business days of receipt of returned product. Shipping costs will be paid by customer. You must contact ENS Group at [RMA@ENS-co.com](mailto:RMA@ENS-co.com) to obtain a Return Material Authorization (RMA) number and an RMA return form for you to complete. An RMA acknowledgement and the RMA return form will be provided by ENS Group within 2 business days. Replacement or repair of product under warranty does not renew or extend the Warranty Period.

For returned products that are not covered under warranty or if, after examining or testing the returned product, ENS Group concludes that the product is not defective, ENS Group offers the following options:

1. You may upgrade to a new, functionally equivalent product at a normal list price.
2. ENS Group will return the product to you, at your shipping expense and risk.
3. You may request in writing that ENS Group appropriately dispose of the product for you. A fee may apply for this service as designated by local law.

### **Warranty Disclaimer**

The parties hereby expressly agree that the liability of ENS Group will be limited to the repair or replacement of defective ENS Group UV-Clean products and that ENS Group will bear no liability toward the Distributor, reseller, end-user, or towards any third party for:

1. any cost of procurement of substitute goods, technology, services or rights;
2. interruption of use or loss or corruption of data;
3. any matter beyond its reasonable control;
4. any direct, indirect, consequential, incidental, punitive, special or exemplary damages or losses, whether arising out of the law of contract, delict, breach of statutory duty or otherwise, arising out of the use of the ENS Group UV-Clean product, or the inability to use the ENS Group UV-Clean products, or otherwise in connection with this Agreement, even if it has been advised of the possibility thereof. ENS Group shall not be liable in any event for repudiatory damages.

### **Warranty Transferability**

This Limited Warranty is applicable only to the original customer that is installing and using the product and is non-transferable. For this warranty to be valid, the ENS Group UV-Clean product must have been purchased directly from ENS Group, an authorized distributor, an authorized reseller, or an authorized representative of ENS Group.

## **1 Year Extended Warranty**

Same as Basic Warranty but for 2 years. Must be purchased within 30 days of original product purchase.