

LIMITED WARRANTY
FOR D-TECT SYSTEMS PRODUCTS

1. What this Warranty Covers and for How Long

D-tect Systems (“D-tect Systems”) warrants this device (the "Product") against defects in materials and workmanship under normal use for a period of two years from the date of purchase. This warranty extends to the first end-user purchaser only, and is not transferable. This warranty does not extend to other ancillary and/or consumable products including but not limited to batteries, calibration sources, straps, and shipping cases. D-tect Systems, at its option, will at no charge either repair, replace or refund the purchase price of any Products that do not conform with this warranty. Repair may include the replacement of parts with functionally equivalent reconditioned or new parts. Replacement may include providing a functionally equivalent Certified Reconditioned/Pre-owned or a new Product. Products that have been repaired or replaced are warranted for the balance of the original warranty period or for 90 days from the date that the repaired or replaced Product is received by you, whichever is longer. All Products for which replacements have been provided will become D-tect Systems property.

2. Other Warranty Conditions

This warranty is D-tect Systems’ complete warranty for the Product. D-tect Systems assumes no obligation or liability for changes to this warranty unless made in writing and signed by an officer of D-tect Systems.

If D-tect Systems agrees to perform services requested and approved by the customer that are not included in either the Limited or Extended Warranty, these services will be billed to the customer at D-tect Systems’ standard prices and terms.

D-tect Systems does not warrant any installation, maintenance, or service that it did not perform. SERVICE WORK PERFORMED BY SERVICE CENTERS NOT AUTHORIZED BY D-TECT SYSTEMS TO PERFORM SUCH WORK WILL VOID THIS WARRANTY.

3. What This Warranty Does Not Cover

- a. Defects or damage resulting from: collision of the Product with hard surfaces, contact with water, rain or extreme humidity, contact with sand, dirt or the like, contact with extreme heat or cold, spills of food or liquid, improper testing, operation, maintenance, installation, adjustment; or any alteration or modification of any kind.
- b. Normal “wear and tear” of the Product such as scratches, scuffs, and marks on the LCD, case and other external features.
- c. Cracked or broken displays, buttons, or damage to other externally exposed parts caused by abnormal use and/or abuse of the Product.
- d. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- e. Products on which serial numbers or date tags have been removed, altered or obliterated.

4. How to Get Warranty Service

To get warranty service, please contact your distributor or D-tect Systems at www.dtectsystems.com.

You will receive directions on how to mail the Product to D-tect Systems. All Products shipped to D-tect Systems must be shipped with freight and insurance prepaid. Along with the Product you must include a receipt, bill of sale, or some other comparable proof of purchase, a written description of the problem and, most importantly, your address and telephone number. If additional information is needed, please contact D-tect Systems at the web address indicated above.

5. General Provisions

THIS IS THE COMPLETE WARRANTY FOR THIS PRODUCT BY D-TECT SYSTEMS AND SETS FORTH YOUR EXCLUSIVE REMEDIES. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE GIVEN ONLY IF SPECIFICALLY REQUIRED BY APPLICABLE LAW. OTHERWISE, THEY ARE SPECIFICALLY EXCLUDED. IN NO EVENT SHALL D-TECT SYSTEMS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

6. Patent and Software Provisions

D-tect Systems will defend at its own expense, any suit brought against you to the extent that it is based on a claim that the Products infringe a United States patent. D-tect Systems will pay those costs and damages finally awarded against you in any such suit which is attributable to any such claim. The defense and payments by D-tect Systems are conditioned on the following: (a) that you will notify D-tect Systems promptly in writing any notice of the claim; and (b) that D-tect Systems will have sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) should the Products become, or in D-tect System's opinion be likely to become, the subject of a claim of infringement of a United States patent, that you will permit D-tect Systems, at its option and expense, either: to procure for you the right to continue using the Products or parts; to replace or modify them so that they become non-infringing; or to grant you a credit for such Products or parts as depreciated and accept their return. The depreciation will be an equal amount per year over the lifetime of the Products, accessories, battery or parts as established by D-tect Systems.

D-tect Systems will have no liability to you with respect to any claim of patent infringement which is based upon the combination of the Products or parts furnished under this limited warranty with software, apparatus or devices not furnished by D-tect Systems. D-tect Systems will have no liability for the use of ancillary or peripheral equipment or software not furnished by D-tect Systems which is attached to or used in connection with the Products. The foregoing states the entire liability of D-tect Systems with respect to infringement of patents by the Products, accessories, batteries or any parts of them.

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