

Ford AV (Ford) agrees to warrant the new system installation against all deficiencies and defects in workmanship for a period of one (1) year from the date of substantial completion or the client's first date of beneficial use of the new system, whichever date is first. Equipment or Materials provided by Ford and integrated into the new system installation which is manufactured by other independent manufacturing companies shall be warranted under the standard warranty and guarantee conditions of the originating manufacturer.

This warranty shall be subject to the following provisions and conditions:

1. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective workmanship in place or return it to Ford's service center for repair.
2. Ford must be promptly notified upon discovery of defective work.
3. This warranty does not include, nor cover expendable materials used within the system installation (e.g. light bulbs/lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
4. OFE (Owner Furnished Equipment) are materials integrated into the new system by Ford and provided by the Client or Client's agent(s). OFE is excluded from this warranty. Use of the OFE is solely for the convenience and benefit of the Client. Ford shall take reasonable care in handling OFE and shall install according to standard industry practices. However, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system.
5. This warranty excludes repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, freight damage in transit during warranty period, fire, flood, wind, lightning, act of God or public enemy.
6. Any repairs, modifications, or other work performed by the Client, Client's agent(s), or any other personnel not authorized by Ford (in writing), either before or during the warranty period, on any equipment, materials, or workmanship of the system shall void this warranty.
7. Procedures such as routine preventative maintenance functions (e.g. keeping filters clean, magnetic heads, keeping system environment free from foreign materials, etc.) is a responsibility of the Client or Client's agent(s) and is not included within this warranty agreement. Failure on the part of the Client to perform these routine maintenance functions shall be considered neglect and void this warranty.
8. System calibration settings, equalization settings, and other adjustments made during testing performed at the conclusion of the system installation and accepted by the Client upon completion of the system shall be warranted for 90 days from the beginning of the system warranty period. Any adjustments made by Client or Client's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of these settings shall be considered billable time to the Client at Ford's standard engineering rates.

THE PROVISIONS OF THE WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND FORD AV'S LIABILITY ARISING OUT OF THE INSTALLATION, SALE, OR SUPPLYING OF THE MATERIALS, EQUIPMENT OR LABOR, OR ITS USE, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE. FORD AV'S LIABILITY SHALL NOT EXCEED THE ORIGINAL AMOUNT PAID BY THE CLIENT FOR THE NEW SYSTEM. IN NO EVENT SHALL FORD AV BE LIABLE TO THE CLIENT, OR ANY OTHER PERSON OR ENTITY FOR UNINTENDED OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR USE DAMAGES) ARISING OUT OF THE INSTALLATION, SALE, OR SUPPLYING OF THE SYSTEM.