

## **Limited: Non-Transferable Commercial Warranty Policy**

Kelly Controls, LLC grants his products for one month refundable (only for controller), one year warranty, starting from the date of shipment. The product is eligible for replacement in case of the defects made by poor material or workmanship. During the warranty period, Kelly Controls, LLC will, at its option, repair or replace defective products.

- (a) Return the failed product to Kelly with all related shipping costs paid. As Kelly is not liable for products in transit, it is highly recommended that products be shipped via insured shipping method.
- (b) Provide Kelly with proof of the original date of purchase.
- (c) Repaired or replacement products will be shipped to you with shipping prepaid.

Please ensure you pack the product securely before you ship it back to us in order to prevent shipping damage. If the repair is not covered under warranty we will notify you of the cost and we can progress with this promptly upon pre-payment in full.

### **Kelly Warranty Coverage:**

- (a) The controller has received normal use and service.
- (b) The controller has not been taken apart, repaired or altered for the application without the prior consent of Kelly Controls, LLC.
- (c) Each controller returned must be accompanied with a description of the problem.
- (d) The application of the controller has been approved by Kelly Controls, LLC.
- (e) The controller has been installed properly and the vehicle has not gotten into an accident or has been misused.

**Kelly will do:** Kelly will, at its option, repair or replace the defective product free of charge, provided that you notify Kelly of the product defect within the Warranty Period, and Kelly confirms the existence of such a defect and that it is covered by the Warranty. Kelly will, at its option, use new and/or reconditioned parts in performing warranty repair and building replacement products. Kelly reserves the right to use parts or products of original or improved design in the repair or replacement. If Kelly repairs or replaces a product, its warranty continues for the remaining portion of the original Warranty Period. All replaced products and all parts removed from repaired products become the property of Kelly.

### **Kelly Warranty not coverage:**

Kelly warranty does not cover normal wear and tear of the product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. These warranties do not apply to and Kelly will not be responsible for any defect in or damage to:

- (a) The product if it has been misused, neglected, improperly installed, physically damaged or altered, either internally or externally, or damaged from improper use or use in an unsuitable environment;
- (b) The product if it has been subjected to fire, water(except waterproof controller), generalized corrosion, or input voltage that created operating conditions beyond the maximum or minimum limits listed in the Kelly User Manual;
- (c) The product if repairs have been done to it other than by Kelly;
- (d) The product if it is used as a component part of a product expressly warranted by another manufacturer;
- (e) The product if its original identification (trade-mark, serial number) markings have been defaced, altered, or removed;
- (f) The product if its damaged reason beyond the control of Kelly Controls, LLC, such as lighting or other natural and weather related events or wartime environments.
- (g) The product if it has been damaged due to the improper technical support suggestions from Kelly's Distributors. Kelly's Distributors shall take responsibility. (Product was bought directly from Kelly's Distributors)

**Exclusions of the Policy:** In no event will Kelly be liable for any special, direct, indirect, incidental or consequential damages, losses, costs or expenses however arising whether in contract or tort including without restriction any economic losses of any kind, any loss or damage to property, any personal injury, any damage or injury arising from or as a result of misuse or abuse, or the incorrect installation, integration or operation of the product.

**WARNING: LIMITATION ON USE** Please refer to your product user manual for limitations of uses of the product.

**Kelly Controls, LLC**