



# Dexter Fortson Associates, Inc.

910 Ploof Drive • Birmingham, Alabama 35023 • (205) 432-2700

## WARRANTY AND AGREEMENT

The products or services purchased from Dexter Fortson Associates, Inc. (DFA) are warranted under the provisions of this warranty, or under the warranty of the manufacturer of such product, for a period of one year from date of installation or eighteen months from date of manufacture or such other period as designated by the manufacturer. The purchase is warranted only to the extent of the design, materials, and workmanship included in the sale and when applied in accordance with applicable specifications and operated under normal load, usage, conditions, reasonable care, proper installation, and supervision. This warranty expressly excludes damage due to "Acts of God", lightning, over-voltage conditions, war, riot, vandalism, force majeure, and all acts beyond DFA's reasonable control.

In the event of a warranty claim, purchaser shall acquire a written return material authorization from DFA prior to returning warranted items. A written description of the failure must accompany the returned item. Purchaser shall return the item freight prepaid. DFA shall return ship freight prepaid. In no event shall DFA's obligation under this warranty exceed the original purchase price. DFA shall not be liable for damages, costs, lost revenue, lost profits, or delays, agreements with others, codes or regulations, giving or failure to give advice or recommendations, application, installation, or statements other than those specifically contained herein. This warranty does not reduce, extend or include warranties directly from the manufacturer and purchaser agrees to look solely to manufacturer on such claims. The warranties made hereon shall be in lieu of any other warranty, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

Errors, omissions, defects, or failures covered under this warranty will be corrected, repaired, or replaced at DFA's option. Repaired or replaced components will only carry the remainder of the warranty period. "Out-of-Warranty" repairs will be charged at DFA's then current rate including material used, travel, and expenses.

Because software, firmware and equipment provided by DFA are inherently complex and may not remain completely free of defects, in no event will DFA be liable for direct, indirect, special, incidental, or consequential damages arising out of the loss of opportunity to use the software, firmware, or equipment even if advised of the possibility of such damages. In particular, DFA is not responsible for any costs including, but not limited to, those incurred as a result of lost profits or revenue, loss of use of software, or claims by third parties. In no case shall DFA's liability for software related damages exceed the amount of the software license fee. The software warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, express or implied.

Documented software defects will be fixed on a reasonable "best efforts" basis. DFA will maintain a list of verified software defects, and advise all users periodically of the anticipated software release dates that remove specific verified defects from the above referenced list.

The entire warranty governed by the law of Alabama, is embodied in this document and any amendment document attached, if signed by the President of DFA, and such documents constitute a final expression of the parties' agreement and as such is a complete and exclusive statement of the terms of this warranty. DFA distributors, dealers, sales representatives, agents, or employees (other than the President) are not authorized to make any modifications or addition to this warranty.

Andrew W. Fortson, President, Dexter Fortson Associates, Inc.

Date

System Name

Authorized Signature

Date