



What Type of Warranty Does The EasyStart Have?

The Micro Air EasyStart Soft Starter has a Limited Warranty

Micro Air EasyStart (the "Company") expressly warrants new products sold by it to be free from manufacturing defects for a period of two (2) years from the date of delivery to the original purchaser of our product ("Purchaser"). The Purchaser must notify Company of any defect or malfunction in writing delivered by overnight delivery or certified mail and received within the warranty period in order to secure repair or replacement of the product and, if purchased from Company, the Purchaser must return the product to Company at Purchasers expense so that it is received within one day of the expiration of the warranty period. The remedies of repair, refund or full replacement shall be the sole remedies for any warranty claim at Company's discretion. The Purchaser expressly, voluntarily and knowingly waives the right to claim any implied warranty and any and all claims for consequential damages, which are expressly excluded from this warranty. Any law or court decision of a court of competent jurisdiction requiring the implied warranty of merchantability or any other warranty expressly waived herein, is limited in time to the length of this express written warranty.

This Warranty is ineffective if the Purchaser or any user damages the product in his/its possession or fails to use the Product as directed, misuses or abuses the product, submits the product to unreasonable use or otherwise uses the Product in a manner other than as intended. Disputes, if any, arising under this warranty shall be resolved solely and exclusively in the agreed sole court of competent jurisdiction: the Superior Court of New Jersey, County of Monmouth. Claims under this Warranty shall be permitted only if a party suffers "actual damage."

Actual damage is limited to the cost of the product purchased. Consequential damages are excluded from this Warranty. The parties agree to apply New Jersey law to any disputes between them. Attorneys' fees, if any, shall not be subject to recovery but shall be borne by the respective parties in the event of filing of any legal action or claim by a consumer or other party claiming under this limited Warranty or in any other lawsuit or claim.

This Warranty is not assignable and shall attach only to our original Purchaser.