

# TRUE GAIN ANTENNAS

## MATERIALS AND WORKMANSHIP – LIFETIME WARRANTY

**TRUE GAIN ANTENNAS** ("True Gain") warrants to the original end user purchaser of its antennas that its antennas are free from defects in material and workmanship. Subject to the conditions and limitations set forth below, True Gain will, at its option, either repair or replace any part of its antennas that prove defective by reason of improper workmanship or materials. Repaired parts or replacement products will be provided by True Gain on an exchange basis, and will be either new or refurbished, comparable to the original products. If True Gain is unable to repair or replace the product, it will refund or credit the current value of the product at the time the warranty claim is made.

Should any trouble develop during the warranty period, contact True Gain. The customer must supply proof of purchase (such as a dated sales receipt) when requesting warranty service. Only True Gain will perform warranty evaluations and repairs.

If it is determined that the unit needs to be returned to True Gain Antennas, customer must return COMPLETE product, freight prepaid, to: TRUE GAIN ANTENNAS, 1821 Vanderbilt Ave., Portage, MI 49024-6047.

If inspection shows the trouble is caused by defective workmanship or material, True Gain Antennas will repair (or at its option, replace) without charge.

When returning product, True Gain Antennas will supply an RMA number (Return Merchandise Authorization). This number must be clearly written on the box which must be sent freight pre-paid and insured. Failure to clearly write RMA number on box may result in delays in processing claim, or failure to process the claim. You may obtain an RMA number by calling (855) 878-3424 Toll Free. Along with product, customer must include in the box: his/her name, address, daytime phone number, proof of purchase and description of the problem. Products shipped must be properly packaged to prevent damage in transit. If the product was purchased from an authorized dealer or distributor, please contact your dealer or distributor to confirm return policies and procedures.

This warranty does not cover installation and external wiring, or remanufactured units. This limited warranty applies only to the original end user customer of the product for so long as the original end user customer owns the product. This limited warranty is non-transferable.

This warranty also does not apply where:

- The product has been abused, misused, improperly installed or improperly maintained.
- Disassembly, repairs, or modifications have been made or attempted by others that are not authorized by True Gain Antennas to do such repairs.
- Repairs are required because of normal wear and tear, or because of accident or severe weather conditions.
- Alterations have been made to the product.
- The product enclosure has been opened.
- Damage has been caused by power washing, or other unauthorized treatment.
- External coax connection was not appropriately sealed.
- Circumstances beyond the control of True Gain Antennas cause the product to no longer operate correctly, including without limitation natural disaster, insufficient or excessive electrical supply, or abnormal mechanical or environmental conditions.
- Customer is not the original owner.
- The original identification information has been altered, obliterated or removed, the product has not been handled or packaged correctly, or has been sold as second-hand or has been resold contrary to the US export regulations.

## Disclaimers

THE FOREGOING IS THE COMPLETE WARRANTY FOR TRUE GAIN PRODUCTS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO TRUE GAIN PRODUCTS AND TRUE GAIN EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE LIMITED TO THE PERIODS OF TIME SET FORTH ABOVE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TRUE GAIN PRODUCTS ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT EQUIPMENT OR FOR APPLICATIONS IN WHICH THE FAILURE OR MALFUNCTION OF THE PRODUCTS WOULD CREATE A SITUATION IN WHICH PERSONAL INJURY OR DEATH IS LIKELY TO OCCUR. TRUE GAIN SHALL NOT BE LIABLE FOR THE DEATH OF ANY PERSON OR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY BY USE OF PRODUCTS USED IN APPLICATIONS INCLUDING, BUT NOT LIMITED TO, MILITARY OR MILITARY-RELATED EQUIPMENT, TRAFFIC CONTROL EQUIPMENT, DISASTER PREVENTION SYSTEMS AND MEDICAL OR MEDICAL-RELATED EQUIPMENT. IF SUCH USE IS INTENDED, CONTACT TRUE GAIN FOR COMPONENTS SUITABLE FOR SUCH APPLICATIONS.

TRUE GAIN'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRUE GAIN SHALL NOT BE LIABLE TO THE PURCHASER OR END USER CUSTOMER OF A TRUE GAIN PRODUCT FOR ANY DAMAGES, EXPENSES, LOST DATA, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THE TRUE GAIN PRODUCT, EVEN IF TRUE GAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

WITH REGARDS TO CITIZENS OF COUNTRIES THAT ARE MEMBERS OF THE EUROPEAN UNION, IF THIS PRODUCT IS PURCHASED BY A CONSUMER AND NOT IN THE COURSE OF A BUSINESS, THIS WARRANTY SHALL NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.