

Winland's Limited Warranty

Winland Electronics, Inc. ("Winland") warrants to the buyer ("Buyer") that each product it manufactures for Buyer shall meet the written specifications provided by Buyer and agreed upon in writing by Winland and shall be free from defects in factory workmanship, when properly installed and operated under normal conditions, for a period of twelve (12) months from the date of delivery to a customer (the "Warranty Period"). THIS WARRANTY DOES NOT INCLUDE ANY BATTERIES.

Winland's SOLE OBLIGATION for breach of this warranty shall be, at Winland's sole option, to repair or replace, or to refund the purchase price paid by Buyer for, any product returned by Buyer to Winland, transportation charges prepaid, within the Warranty period which upon examination are discovered to Winland's satisfaction to be defective due to improper manufacture. Correction of such defects by repair to, or supplying replacements for, defective parts, or the refund of the purchase price of the product, shall constitute fulfillment of all obligations of Winland to Buyer under this warranty. Winland shall charge Buyer a reasonable service charge for any repair services performed by Winland after the Warranty Period.

This warranty does not cover any design or related defect or any defect in the materials used in the manufacturing of the product. Winland hereby assigns to Buyer any and all warranties covering the materials used in the manufacture of the products. If a product is identified as a proprietary Winland product, Winland will warrant that the entire product for the full twelve (12) months of the limited warranty period regardless of the time period of the manufacturer of any components of such proprietary product.

THIS WARRANTY DOES NOT APPLY TO ANY PRODUCTS, WHICH HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE, ACCIDENT, AND ACTS OF GOD, IMPROPER INSTALLATION OR WHICH HAVE BEEN REPAIRED, MODIFIED OR ALTERED OUTSIDE OF WINLAND'S FACTORY.

THIS WARRANTY IS INTENDED SOLELY FOR THE BENEFIT OF BUYER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE AND ANY REPRESENTATIONS AND/OR WARRANTIES PROVIDED BY BUYER TO ITS CUSTOMERS. No employee, representative or agent of Winland has any authority to provide any other warranty or representation on behalf of Winland or assume any other liability on behalf of Winland in connection with the products, except as expressly stated in this limited warranty.

Winland's SOLE OBLIGATION under this warranty shall be to repair, replace or refund the purchase price for a defective product delivered by Buyer to Winland during the Warranty Period. WINLAND SHALL NOT BE LIABLE TO ANY PERSON FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. Under no circumstances shall Winland's liability hereunder exceed the purchase price paid by Buyer to Winland for the defective product.

Where to return a defective Agrometer™ Growing Degree Units Monitor

Contact Winland Electronics for an RMA number at 1-800-635-4269. Once you have it, write that number on the carton in which you will ship the Agrometer back to: Winland Electronics Inc., 1950 Excel Drive, Mankato, MN 56001. Please include a written description of what is defective.



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