



Limited Warranty

Sherri Haab Design warrants to the purchaser of the Product (defined herein as the E3-Etch Controller) in its original packaging as follows: if the Product is properly used and installed, it will be free from defects in material and workmanship for a period of one (1) year beginning on the date the Product was purchased in its original packaging. If the Product, which is the subject of this Limited Warranty, fails to conform to the above warranty during the warranty period, Sherri Haab Designs, at its option, will:

REPAIR the Product by means of hardware and/or firmware; OR

REPLACE the Product with another product; OR, if Sherri Haab Designs is unable to repair or replace the Product,

REFUND the then-current value of the Product at the time a claim for warranty service is made to Sherri Haab Designs under this Limited Warranty.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCIAL OR LOCAL LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT AND LASTS ONLY FOR AS LONG AS YOU CONTINUE TO OWN THE PRODUCT. WARRANTY COVERAGE TERMINATES IF THE ORIGINAL CUSTOMER SELLS OR OTHERWISE TRANSFERS THE PRODUCT.

EXTENT OF LIMITED WARRANTY

This Limited Warranty does NOT cover: damage to the Product due to external causes, including accident, problems with electrical power, abnormal electrical, mechanical or environmental conditions, and usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation or improper testing.

HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service for the Product you must contact Sherri Haab Designs within the warranty period during normal business hours (local time) excluding holidays. Upon verification that the Product is eligible for warranty service, you will be issued a Return Material Authorization (“RMA”) number and provided with instructions for returning the Product to Sherri Haab Designs, you must include the RMA number on the outside of the package. Sherri Haab Designs will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package. You must deliver the returned Product to the Sherri Haab Designs in the original or equivalent packaging, with shipping charges pre-paid (within the USA), and assume the risk of damage or loss during shipment.

Sherri Haab Designs may elect to repair or replace the Product with either a new or reconditioned Product or components, as Sherri Haab Designs deems appropriate. The repaired or replaced product will be shipped to you at the expense of Sherri Haab Designs within a reasonable period of time after of the returned Product. The replacement product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original warranty period, whichever is longer. If Sherri Haab Designs replaces the Product, the Limited Warranty period for the replacement Product is not extended.

WARRANTY LIMITATIONS AND EXCLUSIONS

Some states (or jurisdictions) do not allow the exclusion of implied warranties so this limitation may not apply to you. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD, NO WARRANTIES APPLY AFTER THAT PERIOD. Some states (or jurisdictions) do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

LIMITATIONS OF LIABILITY

SHERRI HAAB DESIGNS RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHERRI HAAB DESIGNS IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY. Some states (or 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 THAT VARY BY STATE OR JURISDICTION.