

Phoenix Contact's IPC/FPM/HMI limited warranty

Phoenix Contact USA, Inc. ("Phoenix Contact") warrants that its industrial PC or flat panel monitor or HMI operator panels (the "Product") purchased by a customer from Phoenix Contact USA or its authorized distributor in the USA shall be free from defects in material and workmanship under normal use and service for a period of two (2) years from the date of shipment from Phoenix Contact.

If the Product is protected at the time of installation, and all times thereafter, by Phoenix Contact's recommended power supply and surge protection items, and so long as the below conditions are met, Phoenix Contact extends its standard warranty for five (5) years from the Product's date of shipment by Phoenix Contact or its Authorized Distributor:

1. Purchase the industrial PC, flat panel monitor, or HMI operator panel, the recommended surge suppression device, and the power supply, all on a single purchase order from Phoenix Contact or its Authorized Distributors, or
2. Purchase the industrial PC, flat panel monitor, or HMI operator panel, the recommended surge suppression device, and the power supply on separate purchase orders from Phoenix Contact or its Authorized Distributors, provided the Customer submits its schematic with the orders.

Customer shall promptly notify Phoenix Contact in writing of any Product failure or defect, with the notice containing reasonable detail as to the nature of the failure or defect.

Notwithstanding anything else to the contrary, this limited warranty will be voided in the following circumstances: failure to adhere to the terms of this warranty; misuse; improper operations; improper installation; improper maintenance; alteration or modification of the Product; damage to the Product resulting from an accident; or unusual degradation of the Product or parts due to an unsuitable installation environment.

No representation or other affirmation of facts, including but not limited to any statements regarding capacity, suitability for use or performance of the Product, shall be or be deemed to be a warranty or representation by Phoenix Contact for any purpose, nor shall it give rise to any liability or obligation to Phoenix Contact whatsoever.

Customer's sole and exclusive remedy in the event of breach of warranty, as set forth herein, is expressly limited to (1) the correction of the defect by adjustment, repair, modification, or replacement, or (2) issuance of a credit or refund of the purchase price for the defective Product at Phoenix Contact's election and sole expense.

This limited warranty extends only to Products purchased by the customer from Phoenix Contact USA and its authorized distributors in the USA. For validation purposes, all items (industrial PC and/or flat panel monitor and/or HMI operator panel, surge suppression and power supply) must be purchased on the same purchase order for this five (5)-year limited warranty to be in effect.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHOENIX CONTACT RESERVES THE RIGHT TO CANCEL THIS PROGRAM AT ANY TIME AND MAY EXCLUDE CERTAIN INDUSTRIAL PC PRODUCTS AT ITS SOLE DISCRETION FROM THE 5-YEAR LIMITED WARRANTY PROGRAM.

