

DCS warrants to Buyer that for 7 years for electronic components and 3 years for the NDIR sensor from the date of shipment of Products to the

Buyer that Products will substantially conform with the product specifications agreed to by DCS. This warranty is not transferable.

This warranty does not cover: defects due to misuse, abuse, or improper or inadequate care, service or repair of Products; defects due to modification of Products, or due to alteration or repair by anyone other than DCS.

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To obtain service under this warranty, unless DCS agrees otherwise, Buyer must pack any nonconforming Product carefully, and ship it, postpaid or freight prepaid, to DCS at 7401 S.W. Capitol Hwy., Portland, OR 97219 before the expiration of the warranty period. Buyer must include a brief description of the nonconformity. Any actions for breach of this warranty must be brought within one year of the expiration of this warranty.

If DCS determines that a returned Product does not conform to the warranty in this Section 11, it will either repair or replace that Product, at DCS's discretion, and will ship the Product back to Buyer free of charge. At DCS's option, DCS may choose to refund to Buyer the purchase price for a nonconforming Product instead of repairing or replacing it.