



# Standard Warranties

---

**PRODUCTS** ACC Corporation (ACC) expressly warrants products manufactured by ACC to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of initial operation or eighteen (18) months from the date of shipment, whichever occurs first. ACC will repair or replace at its option, F.O.B. point of manufacture, any such product which ACC determines to be defective during the warranty period.

**SOFTWARE** ACC expressly warrants that application software written by ACC will perform functionally and be free of defects for one (1) year from the date of delivery, provided that such software has not been abused, misused, or modified and incorporates all program enhancements and corrections supplied by ACC. ACC will correct or replace, at its option, any such software that ACC determines to be defective during the warranty period. ACC will not be responsible for erroneous or incomplete data files, for malfunctions in hardware, operating systems, or third party software, or for problems caused by modifications to originally installed operating systems or configurations.

**INSTALLATION SERVICES** ACC expressly warrants that, for a period of one (1) year from the date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first, ACC's work will be free from defects not inherent in the quality required or permitted and will conform to any plans and specifications on which ACC's job quotation is based. ACC will repair work that ACC determines to be defective during the warranty period.

**SYSTEM PERFORMANCE** In jobs where ACC has exclusive control over design, furnishing of materials and products, installation, and commissioning, ACC expressly warrants that its systems will perform to ACC's established standards for the variables (temperature, relative humidity, light level, etc.) and limits specified in the proposal document, at the point of control, for a period of one (1) year from date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first. ACC will make all corrections to the performance of the system that become necessary during the warranty period. This warranty will apply only if all items that affect system performance (such as heat producing equipment, vapor barriers, colors, etc.) are as represented to ACC at the time of design and the customer follows all recommendations (such as insulating, vapor proofing, etc.) made by ACC. No warranty, express or implied, shall exist for the performance of any variables or limits not specifically stated in the proposal document. This warranty does not include testing or analysis of the system unless an out-of-limit condition caused by system performance is found by ACC. ACC shall not be liable for any design, materials, products, or services not included in ACC's proposal document.

**REPAIR AND MAINTENANCE SERVICE** Except as provided above, ACC makes no warranty whatever, express or implied, relating to its performance of repair maintenance services or the condition or operation of any equipment or machinery repaired or maintained by it.

**ASSIGNMENT OF OTHER WARRANTIES** To the extent assignable, ACC assigns to the customer any and all warranties made by the manufacturer of a product or software that is furnished but not manufactured or developed by ACC. ACC makes no warranty whatever, express, or implied, relating to any product or software which is not manufactured or developed by ACC.

**LIMITATION OF WARRANTY** These warranties do not cover damage or defects caused by abuse, modifications not executed by ACC, improper or insufficient maintenance, improper operation, failure to follow operating manuals or procedures, or normal wear and tear under normal usage. ACC will not be responsible for damage from water, chemicals, steam, freezing, voltage variations, electrical service interruptions, abuse, unsuitable soil conditions, environmentally unsafe conditions, errors in the customer's drawings, plans, or specifications, or other causes not within the control of ACC. ACC makes no warranty whatever, express or implied, relating to asbestos, PCB, or any other hazardous or toxic substances or environmentally unsafe materials.

**LIMITATION OF REMEDIES** The remedies described above shall be the **SOLE AND EXCLUSIVE** remedies under these warranties. ACC shall not be liable for any special, indirect, incidental, or consequential damages arising out of any defects, including without limitation transportation or labor charges to locate, remove, or reinstall defective components, lost profits or sales, or injury to person or property. ACC's total liability for breach of any warranty shall not exceed the contract price.

**NO OTHER WARRANTIES** These warranties shall extend only to the original customer and cannot be assigned. ACC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF HABITABILITY, IMPLIED WARRANTIES OF WORKMANSHIP, IMPLIED WARRANTIES OF LIVABILITY, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. If any court imposes an implied warranty on ACC, it shall have the same time duration as the applicable express warranty listed above. These warranties shall be construed and enforced in accordance with North Carolina law, and North Carolina shall have sole and exclusive jurisdiction over any dispute regarding these warranties.

**MODIFICATION** These warranties may not be modified except by written agreement signed by an officer of ACC.