

DITEK 3 Year Limited Warranty

DTK-DR AC Power Series and DTK-UPSxxxxR/RE/R+ Series



Diversified Technology Group, Inc. (“DITEK”) warrants equipment manufactured by DITEK (the “DITEK product”) to be free from defects in materials and workmanship for three (3) years from the date of purchase from DITEK or its authorized sales channels. DITEK cannot guarantee the source or authenticity of the DITEK product if such DITEK product is acquired from a person other than DITEK, an authorized DITEK distributor or retailer authorized to sell DITEK products.

Although the DITEK products feature a warranty, the DITEK products do not include a connected equipment warranty, and DITEK assumes no risk or liability for any equipment connected to the DITEK products. DITEK will not replace or repair any equipment connected to a DITEK product.

This limited warranty does not apply if the DITEK product has been misused, abused, altered, tampered with, or used in applications or in a manner other than as specified on the DITEK product label or not used and/or installed consistent with the installation instructions or documentation provided with the product and periodically updated for such product on the DITEK website, www.diteksurgeprotection.com. This limited warranty also does not apply if the cause of the failure of the DITEK product to properly perform is fire, flood, windstorm, earthquake, direct lightning, or sustained over-voltage or open-neutral events, such as an event caused by a faulty power company transformer or faulting wiring in the building in which the DITEK product is used.

Purchaser’s rights under this limited warranty shall consist solely of requiring DITEK to repair, or at DITEK’s sole discretion, replace, free of charge, F.O.B. DITEK’s factory, any defective DITEK product received at said factory within said three (3) year warranty period and provided that such DITEK product is determined by DITEK to be defective. DITEK’s providing or not providing of any advice or recommendations shall not constitute or create any additional or other warranty by, and shall not impose any liability upon, DITEK.

EXCLUSIVE AND LIMITED WARRANTY: To the full extent permitted by applicable law, DITEK’s standard limited warranty shall be the only warranty applicable to the sale of the DITEK product. DITEK’s limited warranty may be modified only by a writing signed by a duly authorized officer of DITEK. To the full extent permitted by law, the purchaser of the DITEK product assumes all other responsibility for combining the DITEK product with other goods, whether supplied by DITEK or by others. The purchaser of the DITEK product acknowledges that any technical advice furnished by DITEK with respect to the use of the product is given without charge and DITEK assumes no obligation or liability to such purchaser for the advice given or results obtained, it being understood that all such advice is given by DITEK and accepted by such purchaser at such purchaser’s sole and exclusive risk.

TO THE FULL EXTENT PERMITTED BY LAW, DITEK’S LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OF USE OF THE PRODUCT HAS BEEN DISCLOSED TO DITEK IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE AND WHETHER OR NOT THE PRODUCT IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY DITEK FOR SUCH PURCHASER’S USE OR PURPOSE.

SOME STATES (COUNTRIES OR PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO PURCHASER OR MAY BE LIMITED IN THEIR APPLICATION TO PURCHASER. WHEN IMPLIED WARRANTIES MAY NOT BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF THIS WARRANTY, TO THE EXTENT PERMITTED BY LAW.

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LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND OTHER DAMAGES: TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DITEK ASSUME ANY LIABILITY FOR (A) DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCTS OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR ECONOMIC CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION, LOSS OF USE, DATA, PROFIT, OR REVENUE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, OR OTHER ECONOMIC LOSS INCURRED BY THE PURCHASER, WHETHER ANY CLAIM IS BASED UPON THEORIES OF INFRINGEMENT, WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF DITEK HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

The product covered by this limited warranty can only be repaired or replaced by the DITEK factory. To obtain such repair or replacement a RETURN MATERIAL AUTHORIZATION NUMBER (RMA) must be obtained from DITEK by calling DITEK's Customer Service at 800-753-2345. DITEK shall not be responsible for any transportation charges to effectuate the return of the DITEK product to DITEK. Freight charges for any returned product must be pre-paid by the purchaser who is returning the product.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, DITEK DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS PURCHASER MAY HAVE.