



Q750.8
Revision A

Limited Warranty Agreement

Terms and Conditions

Limited warranty:

Marathon warrants that the software and enclosed electronic monitoring devices will perform substantially in accordance with company written materials for a period of one year from the date of receipt. Any implied warranties on either the software or hardware are also limited to one year. In accordance with our environmental policies, please note that the enclosed devices may contain used or recycled components in its manufacture and service.

Customer Remedies:

Marathon's entire liability and your exclusive remedy shall be, at Marathon's opinion, (a) return of the price paid for each unit for up to 90 days from the date of purchase (b) repair or replacement of the software or hardware that does not meet Marathon's limited warranty and which is returned to Marathon with a copy of your receipt. This limited warranty is void if failure of the software or hardware has resulted from accident, abuse or misapplication. Any replacement of software or hardware will be warranted for the remainder of the original warranty period. Marathon disclaims all other warranties, either expressed or implied including, but not limited to implied warranties of merchantability and fitness for a particular use. In no event shall Marathon or its suppliers have been advised of the possibility of such damage. Customer, by starting and using the enclosed temperature recorders hereby accepts the limited aforementioned remedies.

This limited warranty will supersede any and all conditions imposed upon seller by Buyers purchase and use of our electronic data loggers. In no circumstance will Marathon's liability exceed the cost or replacement value of the electronic data logger.

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ISO 9001:2000 Certified