

Warranty

A. OHD warrants that, at the time of delivery, the Goods delivered under this Order shall be free of all defects in workmanship and material. OHD will repair or replace, at its sole option, any Goods found to be defective by OHD, if notified by Purchaser within the Warranty time period. This remedy is Purchaser’s exclusive remedy for breach of warranty.

B. Warranty Time Periods

a. New Products manufactured by OHD: The warranty time period shall be two (2) years from date of shipment by OHD, except as noted below.
   i. Extended for fifteen (15) days when shipped to a USA domestic Distributor; or
   ii. Extended for forty-five (45) days when shipped to an international Distributor.

b. New Products not manufactured by OHD: The warranty time period shall be the time period provided by the manufacturer of that product. This includes commercial off the shelf products that are accessories for OHD manufactured products.

c. Refurbished products warranty: The warranty time period shall be 180 days from date of shipment by OHD.

d. Exceptions to the above Warranty time periods: Purchased extended warranty options.

C. This Warranty does not cover components that are expendable in normal use, and thus have an unpredictable service life, such as but not limited to batteries, fuses, filters, and diaphragms.

D. This Warranty shall be null and void on any product which:

a. Is operated or used in excess of the product’s operating specifications; or

b. Is not properly maintained in accordance with its maintenance manual or specifications; or

c. Has been repaired or modified by persons other than authorized OHD personnel, unless such work is authorized in advance in writing by OHD; or

d. Has been damaged, abused, or misused.
E. Warranty on Service and Repairs:

   a. Goods, which have been repaired or replaced during the Warranty period, are warranted only for the remainder of the unexpired portion of the original Warranty period.

   b. Repairs or service provided not pursuant to Warranty: 90 days from date of shipment by OHD.

   c. Round Trip Shipping Warranty. OHD will repair or replace, at its sole option, items damaged or lost by its carrier when this service option is used. The warranty is only valid for OHD supplied items that have been listed on the OHD Service Return Form. Non OHD supplied items, such as but not limited to laptops, respirators, etc., that are included in the shipment are expressly excluded from this warranty.

F. Representations and warranties made by any person, including distributors and representatives of OHD, which are inconsistent or in conflict with the terms of this Warranty, shall not be binding upon OHD unless presented in writing and signed by a Vice President or the President of OHD.

G. OHD SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, ACCIDENTAL OR OTHER DAMAGES RESULTING FROM THE SALE AND USE OF ANY GOODS AND SELLER’S LIABILITY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND DEFECTIVE.

H. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BEING LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY OF OHD WITH RESPECT TO GOODS SOLD OR DELIVERED UNDER THIS ORDER.

I. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF OHD PRODUCT(S) FOR THE PURCHASER’S USE OR RESALE, OR FOR INCORPORATING OHD’S PRODUCT(S) INTO SYSTEMS, PRODUCTS, OR FOR APPLICATIONS WHICH PURCHASER DESIGNS, CONSTRUCTS OR MANUFACTURES. PURCHASER SHOULD TEST ALL PRODUCTS UNDER ACTUAL SERVICE CONDITIONS TO DETERMINE SUITABILITY FOR A PARTICULAR PURPOSE.