

User Direct Warranty

HSS Engineering's warranty on Giant Voice and/or Whelen High-Power Voice and Siren Systems is limited to the following:

For a period of 24 months from the date of manufacture HSS Engineering will repair or replace at its option, defective modules, which are manufactured by HSS Engineering and/or Whelen Engineering Company, Inc. in their entirety, and are returned to HSS Engineering by the customer via prepaid freight. HSS Engineering will return repaired modules at the customer's expense.

Excluded from warranty consideration is any loss arising from vandalism, tampering, misuse, improper installation, environmental damage or alterations to the product.

A "pass-through" warranty is offered for products manufactured by other companies that are sold with Giant Voice and/or Whelen High-Power Voice and Siren Systems and Whelen Electronic Sirens. Typical examples of such products include, but are not limited to: computers, printers, weather data sensors and un-interruptible power supplies. Warranties on these products are "pass-through", meaning the equipment warranty will be limited to that offered by the equipment's original manufacturer and that the warranty will exist solely between the manufacturer and the end user. Exceptions will be made by prior contractual agreement only.

For a three year period following the 24 month warranty, HSS Engineering will repair defective modules, which are manufactured in their entirety by HSS Engineering and/or Whelen and are returned to HSS Engineering via prepaid freight for a flat fee. HSS Engineering reserves the right to determine if the unit is repairable. This flat fee is now \$ 175 per module. This offering is limited to defective modules, exclusive of any loss arising from vandalism, misuse, improper installation, tampering or environment damage. HSS Engineering warrants its repair of defective modules for a period of one year.

HSS Engineering will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or reinstallation of products requiring service and/or repair; nor the packaging, handling and shipping to the repair center; nor for the handling of products returned from the repair center after service or repair. Failure to use the batteries recommended by HSS Engineering will void your warranty.

There are no warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use.

HSS Engineering and Whelen Engineering Company reserve the right to discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice. This warranty gives you specific rights and you may also have other rights which vary from country to country.

General Policies

HSS Engineering will not be liable for any direct, indirect, consequential or incidental loss or damage arising out of the installation, use or inability to use the product selected. HSS Engineering is not responsible for the selection of appropriate equipment or product type required for a particular application or service.

HSS Engineering and/or its subcontractors hold the copyright for all written and electronic material including but not limited to blue prints. Any copying or alteration without the prior written consent of HSS Engineering is prohibited.

Material returned for credit or exchange must have prior written approval, including a signed returned authorization form and number. Such material will be subject to acceptance inspection upon return, and to a minimum 25% restocking charge (\$ 100 minimum handling fee required).

If HSS Engineering is unable to deliver the product and/or service at the time stipulated in the contract, and this is not caused by the buyer or anyone acting on behalf of the buyer, the buyer may by written notification to HSS Engineering insist on delivery and fix a final time of delivery of minimum 30 working days. If delivery does not take place within this fixed time frame, the buyer may by written notification to HSS Engineering cancel the delivery of products not yet shipped.

Custom designs or special orders are non-cancelable and non-returnable.

Contracts shall be governed by and construed in accordance with the laws of Denmark, excluding the rules on conflict of laws, at the court of Aarhus, Denmark. HSS Engineering ApS reserves the right to decide whether any dispute or difference between the parties shall be referred to arbitration or resolved by legal action. In the event that HSS Engineering decides that the dispute or difference shall be referred to arbitration, the parties agree to accept the verdict made by the arbitration court, where all members of the arbitration tribunal shall be appointed in accordance with the Rules of Procedure of the Danish Institute of Arbitration. Should a dispute be resolved by legal action the competent court shall be the court of Aarhus, Denmark. However, HSS Engineering is entitled to waive this right and choose as competent court the court at the domicile of the buyer.

EFFECTIVE FEBRUARY 2009 – REPLACES ALL PREVIOUSLY PUBLISHED SERVICE POLICIES.