



Wenger Corporation Limited Warranty (Including J.R. Clancy Equipment)

This Limited Warranty ("Warranty") is provided by Wenger Corporation, including equipment branded as J.R. Clancy ("Wenger"), and applies to products manufactured or installed by Wenger's Syracuse, NY facility, subject to the terms and conditions set forth herein.

1. Installation Warranty

Wenger warrants that any installation services performed **directly by Wenger personnel** shall be free from defects in workmanship for a period of **one (1) year** commencing upon the **earlier of (a) completion of installation, or (b) commissioning of the system** ("Installation Warranty Period").

This Installation Warranty applies only to installations performed by Wenger employees or subcontractors under Wenger's direct supervision. Installations performed by third parties are expressly excluded from this Installation Warranty.

2. Manufacturing Warranty

Wenger warrants that all products manufactured by Wenger at its Syracuse, NY facility shall be free from defects in materials and workmanship for a period of **three (3) years** from the **date of shipment from the manufacturing facility** ("Manufacturing Warranty Period").

Any warranties applicable to products or components not manufactured by Wenger shall, to the extent available, be assigned or passed through to the purchaser, and Wenger shall have no further liability with respect to such third-party components.

3. Control Systems Warranty

a. Control System Components:

Wenger warrants individual components of control systems (e.g., processors, user interfaces, cabling, network hardware) to be free from defects in material and workmanship for a period of **one (1) year** from the **date of shipment** ("Component Warranty Period").

b. Control System Commissioned Functionality:

Wenger warrants the functionality and performance of the complete control system to be free from defects in materials and workmanship for a period of **one (1) year** from the **date of system commissioning or initial functional turn-on**, whichever occurs first ("Commissioning Warranty Period").

4. Motorized and Integrated Rigging Systems

For motorized equipment and equipment that is part of an integrated rigging system, the **three (3) year Manufacturing Warranty** shall be contingent upon the **completion of annual inspections** by a Wenger-authorized technician or a qualified third party approved by Wenger, in accordance with **ANSI E1.47 – Recommended Guidelines for Entertainment Rigging System Inspections**.

It is the sole responsibility of the end user to arrange and ensure completion of these inspections and training sessions through Wenger's Syracuse Service Department or an approved service provider. **Failure to comply with these requirements shall render the three-year Manufacturing Warranty null and void.**

5. Exclusions and Limitations

This Warranty shall be void and of no effect, and Wenger shall have no obligation under this Warranty, with respect to any product or system that, in Wenger's sole judgment, has been subjected to:

- Misuse, abuse, or neglect;
- Unauthorized modification or alteration;
- Improper installation not performed by or under the direction of Wenger;
- Accident or damage caused by external factors, including but not limited to, fire, flood, earthquake, vandalism, or other acts of God;
- Improper maintenance or lack of routine servicing;
- **Power surges, power fluctuations, improper grounding, unstable power conditions, or phase reversal or changes.** This includes damage resulting from inconsistent or unreliable electrical supply, which is especially common in some international environments where power standards may vary.
- Ordinary wear and tear.

This Warranty does not cover costs associated with access equipment (including but not limited to scaffolding, man lifts, or temporary platforms) required to perform warranty services. All such costs shall be borne by the purchaser.

6. Disclaimer of Implied Warranties and Limitation of Liability

WENGER CORP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS. WENGER CORP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL WENGER CORP BE RESPONSIBLE FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OTHER THAN DIRECT LOSSES ARISING SOLELY AS A RESULT OF WENGER CORP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ACCORDINGLY, IN NO EVENT SHALL WENGER CORP BE REQUIRED TO PAY OR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, OPPORTUNITY COSTS, LOSS OF USE, OR LOST PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL WENGER CORP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER TO WENGER CORP FOR THE GOODS.

J.R. Clancy is a registered brand of Wenger Corporation.

1.800.493.6437 • 555 Park Drive, Owatonna, MN 55060 • wengercorp.com

