### LIMITED PRODUCT WARRANTY

JARDUM, LLC (the "Company") expressly warrants to the original purchaser that, for a period of one (1) year(s) from the date of invoicing, the covered product (the "Product") will be reasonably free of defects in materials and workmanship and that when properly handled and fabricated, will conform, within accepted tolerance, to applicable manufacturing specifications. This Limited Warranty only applies to Company's Products which are used, stored, handled, fabricated and installed in the manner recommended by Company.

Company will, at its option, repair or replace Product without charge, or refund the cost of the Product, if the Product fails or does perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. During the entire one (1) year warranty, Company's obligation as to repair or replacement shall further be limited to repair or replacement with the models of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. Any repaired or replaced product shall also remain subject to the original one (1) year warranty from the date of the original purchase, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

You may obtain coverage under this Limited Warranty by providing Company with proof of original purchase. For service under this Limited Warranty, you must notify manufacturer in writing, providing your name and address, a description of the product involved, the nature of the defect.

# **Product Return**

Before returning any product customer believes is defective, customer must provide to Jardum details of the warranty claim situation, a complete description of the product, details from the Model Number label attached to each product, including Model Number, part number and serial number and obtain from Jardum a Warranty/Return Authorization Number (RMA Number).

# **Disclaimer of Warranties**

Company's Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company's use guide, instruction manual, installation and fabrication guides are available from the Company at the address listed below. You may also obtain this/these materials by contacting Company at +1 (918) 238-1907 or on the Company's website at www.jardum.com.

This Limited Warranty does not cover defects caused by:

- 1. non-compliance with Company's installation manual. Such failures include, but are not limited to, exposure to physical abuse, including, but not limited to excessive shock, vibration, or strikes, chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold) or misuse];
- 2. improper storage, installation, handling, use and/or fabrication of the Product;

- 3. damage not resulting from manufacturing defects that occur while the Product is in the customer's possession;
- 4. unreasonable or unintended use of Product;
- 5. products installed with known or visible manufacturing defects at the time of installation;
- 6. minor conditions such as cosmetic defects and field fixable software updates
- 7. Shipment -Damages in shipment are the responsibility of the carrier, and customer must make claim directly with the carrier.

Any information or suggestion by Company with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THESE PRODUCTS. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

### **Limitation of Liability**

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

# **Contact Information**

Any question concerning this warranty should be addressed to: JARDUM, LLC Address: PO Box 304, Owasso, OK 74055 Attention: Warranty Claims Phone: (918) 238-1907 Email: info@jardum.com Website address: jardum.com