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LIMITED WARRANTY – April 2022

To the Purchaser (non-transferable)

- 1. Pan-Oston warrants all new products to be free from defects in material and workmanship at the time of shipment.
- 2. In the event of any failure of this warranty, parts and equipment will be replaced without a charge for labour for a period of one year from the date of shipment under the following conditions only:
 - a) That the damage was sustained under normal use and service and was not due to exterior influences or operation beyond capacity;
 - b) That the products covered by this warranty were used only in conjunction with Pan-Oston approved parts;
 - c) That the Purchaser gives Pan-Oston immediate written notice of such defect or defects and that all faulty parts or equipment are returned to Pan-Oston with prior authorization from Pan-Oston; and
 - d) That any alteration or repair by others in such manner as in Pan-Oston's judgment materially and adversely affects the product shall void this warranty.
- 3. The above warranty will be extended by one additional year, for a total of two years, when Pan-Oston organizes and completes the installation of parts and equipment.
- 4. Pan-Oston's obligation under this warranty is expressly limited to the repair and replacement obligations set forth in paragraphs 2 and in accordance with the stipulations set forth in this warranty. Pan-Oston makes no other warranty, express or implied, and makes no warranty of merchantability or fitness for a particular purpose. Pan-Oston's obligation under this warranty shall not include any transportation charges or costs of installation or any liability for special, direct, indirect or consequential damages of delay. Correction of nonconformities, in the manner provided above, shall constitute fulfillment of all liabilities of Pan-Oston, whether based on contract, negligence or otherwise with respect to or arising out of such products. In no event, whether in contract, in tort, under any warranty, or otherwise including, without limitation, the negligence of the company, its employees or agents, shall Pan-Oston be liable for any damages beyond the price of the faulty or defective parts and equipment.
- 5. No person, company or corporation is authorized to assume for Pan-Oston any other liability in connection with said products. Under no circumstances is Pan-Oston liable for damage resulting from faulty or improperly installed equipment or from misapplication beyond normal intended use of said equipment. There shall be no third party beneficiary to any warranties set forth herein.
- 6. This constitutes the only warranty of the company and no other warranty or condition, statutory or otherwise, shall be implied.