



WARRANTY

Arkadium products are carefully tested and inspected at the factory and are warranted to be free of material and workmanship defect for a period of (12) months from the date of shipment. Warranty coverage will include parts, components and labor on equipment. Repair labor on equipment is excluded from warranty coverage on equipment when not performed by factory authorized personnel. Parts and components that are not the product of the Seller shall be subject only to the terms of any warranty that may be extended by the original manufacturer. Seller's warranty shall be restricted to the repair or replacement of any part that proved to be defective and for which a claim is submitted to the Seller before the expiration of the applicable warranty period, provided that this warranty shall not apply to any defect arising from accident, misuse or improper or unauthorized adjustment or repair. No warranty is given with respect to hanging systems or with respect to normal wear and tear. Any claim for defective merchandise, imperfect manufacture, shortage in count, or for any other defect known by Customer to be existing at time of delivery is waived by the Customer unless made in writing within (30) days after delivery. Seller will not assume any responsibility for any labor expended or materials used to replace and/or repair any equipment without Seller's prior written authorization. Any labor charges for repairing or replacing components in the field will be negotiated only between the Seller and general contractor. Freight terms on warranty repairs are FOB Seller's warehouse or factory. Collect shipments or freight allowances will not be accepted without Seller's written authorization. THIS WARRANTY ONLY APPLIES TO EQUIPMENT IF INSTALLATION INSTRUCTIONS ON THE EQUIPMENT ARE FOLLOWED AND IF THE EQUIPMENT IS NOT ALTERED OR DAMAGED OR USED BEYOND ITS INTENDED USE. THIS WARRANTY IS CONTINGENT UPON THE CUSTOMER'S FULL AND TIMELY COMPLIANCE WITH THE TERMS OF PAYMENT SET FORTH HEREIN. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, IN FACT OR BY OPERATION OF LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR OF MERCHANTABILITY, AND THE SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PERSON, WHETHER HEREUNDER OR OTHERWISE IN CONNECTION WITH OR RESULTING FROM THE FURNISHING, LEASING, SALE, INSTALLATION OR REPAIR OR USE OF ANY UNIT OF EQUIPMENT OR OTHER MATERIALS OR SERVICES SUPPLIED BY IT, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, COLLATERAL, OR CONSEQUENTIAL DAMAGES HEREUNDER SUCH AS, BUT NOT LIMITED TO LOSS OR ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF THE EXISTANCE OF THE FURNISHING, FUNCTIONING OR PURCHASER'S USE OF ANY EQUIPMENT PURCHASED HEREUNDER.