



## **PAN OSTON PRODUCT LIMITED WARRANTY**

### **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. Parts and Labor are warranted for **(90)** days from day of shipment.
2. In the event of a failure, the labor to replace any defective part specified in **ITEM 3**, will be in effect for **(90) days** from the day of shipment under the following conditions listed below:
  - a) That the damage was sustained under normal use and service and was not due to exterior influences or operations 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.
  - d) Any alteration or repair by others in such a manner as in Pan Oston's judgment materially and adversely affects the product shall void this warranty.
  - e) That the method of shipment for any replacement part will be regular ground at Pan-Oston's expense, with the carrier being determined by Pan-Oston. Customer requests for alternate carriers for shipment of replacement parts, will be at the customer's expense unless approved by Pan-Oston.
3. Motors are warranted for a period of **(90) days**. Control modules are warranted for a period of **(90) days**. Photo sensors are warranted for a period of **(90) days**. All components are warranted from date of shipment and subject to the same conditions listed in **Item 2**. After the (90 day) warranty expires, all replacement costs are the responsibility of the customer.
4. Pan Oston's obligation under this warranty is expressly limited to the repair and replacement obligations set forth in Paragraphs 2 and 3, in accordance with the stipulations set forth in this warranty. Pan Oston's obligation under this warranty shall not include any transportation charges or cost of installation or any liability for special, direct, indirect, or consequential damages of delay, on items outside of the 90 Day warranty. 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.