



Manufacturer's Warranty and Limitation of Claims

GENERAL WARRANTY

CHEMGUARD hereafter known as The "Company" warrants solely to the original purchaser, all products, parts and equipment for one (1) year only from the date of delivery against DEFECTIVE MATERIALS OR WORKMANSHIP but not against operation, unauthorized repairs or any indirect or consequential damage or loss of the original purchaser.

EXPRESS WARRANTY

The Company warrants solely to the original purchaser that at the time of delivery to such purchaser or the time of a specified test for such product, all parts or equipment will be in compliance with written specifications accepted by the Company.

REPAIR OR REPLACEMENT LIMITATION

The Company's obligation under this warranty is limited to repair or replacement of only the Company's equipment. The Company will repair or at its option, replace without charge, FOB factory, defective parts returned to its factory (transportation charges prepaid). The Company will not be liable for any repairs or alterations except those made with its specific written consent and approval and shall not be liable for damages, which arise as a result of such repairs or alterations whether caused by defective materials or workmanship. All liability with respect to such parts or equipment, their use or operation, including that under any and all guaranties or warranties whether express or implied, is strictly limited to replacement in the manner herein stated and includes only guaranteed parts proving defective within the one-year time limit, by reason of defective material or workmanship in the manufacture thereof. Any changes in design or improvements by the Company to the company's manufactured items shall not create any obligation to install such improvements upon equipment previously sold.

EXCLUSION OF OTHER WARRANTIES

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANT ABILITY OF FITNESS FOR PARTICULAR PURPOSE. The

Company neither assumes nor authorizes any person to assume any liability beyond that stated herein. The Company shall in no way be deemed to be held or be obligated liable or accountable upon or under any guaranties or warranties, express or implied, statutory, by operation of law or otherwise, in any manner or form beyond its express agreement relative to the specifications for such product, if any, the determination of the successful operation of the equipment at a specified test, if any, and the replacement of defective warranted parts as herein specifically set forth.

OTHER MANUFACTURES

All guaranties and warranties with respect to truck chassis, machinery, apparatus, accessories, materials or supplies not manufactured by the Company shall be limited to the guaranties or warranties of the manufacturer thereof; provided, the Company offers no warranty of any such product in excess of the terms of its warranty stated in paragraphs 1 and 2 above. In the event the warranty offered by the manufacturer is in excess of that offered by the Company, the Company will offer reasonable assistance to the original purchaser to obtain proper settlement of the purchaser's warranty claims from the manufacturer.

PRODUCT WARRANTY

When packaged and shipped this product conforms to label description. There are no other warranties express or implied. The product is manufactured as a highly effective aid in the suppression or reduction of fire hazards when used as instructed. Due to the wide variety of fire hazards, user techniques and abilities. Chemguard cannot warranty that the product will suppress or extinguish every fire. The seller's and manufacturer's only obligation shall be to replace only that quantity which is proved to be defective within a period of one year after the date of sale, provided that the product is maintained in its original container and stored as indicated in the instructions. Neither seller nor manufacturer shall be liable for any injury, loss or damage: direct, incidental or consequential, arising out the use of or the inability to use the product. Before using, the user shall determine the suitability of the product for the intended use and the user assumes all risk and liability in connection therewith.

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