

BERNER WARRANTY

Berner International warrants all new equipment to be free of defects in workmanship and material for a period of five years (5 years) on unheated models and two years (2 years) on heated models from the original date of shipment, provided the equipment has been properly cared for, installed and operated in accordance with the limits specified on the nameplate and The Company's instructions.

The Company will correct by repair or replacement, at its option and expense, any proven defects in said apparatus, subject to the above conditions, provided that immediate written notice of such defects is given to the Company. The warranty does not include any labor incurred for the removal or installation of defective part(s). The Company reserves the right to inspect, or have inspected by a qualified representative, any apparatus at the place of installation before authorizing repair or replacement. Repair or replacement will be made F.O.B. factory with any applicable transportation charges to be borne by the customer. Merchandise not of the Company's manufacture supplied in piece, or in component assemblies, is not covered by the above warranty, but the Company will give the customer the benefit of any adjustment as made with the Manufacturer.

This warranty is void if the apparatus has been tampered with in any way or shows evidence of misuse.

The Company will not assume any expense or liability for repairs made outside its factory without proper written consent from its service manager, nor for any transportation charges on apparatus returned to the factory without written authorization by the Company.

Nothing in the above warranty provisions, however, shall impose any liability or obligation of any type, nature or description upon Berner International if Berner has not received payment in full for the apparatus in question.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF DAMAGES

Notwithstanding anything to the contrary above, customer's exclusive remedy for any and all losses or damages resulting from the sale of The Company's equipment under this agreement, including but not limited to, any allegations of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at The Company's option, to either the return of the purchase price or the replacement of the particular equipment for which a claim is made and proved. In no event shall The Company be liable for any special, consequential, incidental or indirect losses or damages from the sale of The Company's equipment under this agreement.