

# JENCOFAN LIMITED WARRANTY

**JencoFan** (Manufacturer) 6393 Powers Avenue, Jacksonville, Florida 32217, warrants equipment of its manufacture to be free from defects in design, materials and workmanship (exclusive of abrasion, corrosion or erosion) for one (1) or five (5) years (as noted) from the date of shipment to the original purchaser or the date of notification of readiness to ship. Motor warranty is one (1), three (3) or five (5) years (as noted). In order to claim the benefit of this warranty, buyer must notify manufacturer in writing of the claimed defect within ten (10) days after discovering it and return this equipment or parts to the manufacturer with transportation prepaid. In the event of on-site repair, no service technician will be dispatched until manufacturer receives your written purchase order. If any of the following conditions exist, the warranty will be null and void: **(1)** Buyer has permitted other persons not approved or authorized by manufacturer to alter, adjust, replace or repair the equipment or any part thereof. **(2)** Buyer has not followed instructions or other directions given in the contract documents or our maintenance manual. **(3)** When breakage or other loss or damage is the result of any negligence, misuse or fault on the part of any operator or other person not under our supervision or control. **(4)** The defect is the result of designs or drawings made, furnished or specified by others. **(5)** In the case of goods not manufactured but supplied by the manufacturer as part of a contract, manufacturer shall only be liable to the same extent that our supplier is to manufacturer, not to exceed any liability manufacturer would have for warranty on our own equipment. **(6)** Buyer has not paid in full invoices submitted to the buyer which are due for payment. **(7)** Unusual wear and tear of the equipment.

Statements relating to the product, its use or installation made prior to the execution of the agreement, are not warranties except to the extent that the contrary is expressly set forth herein. It is understood that such statements were not intended to, and did not, form a part of the agreement; they were merely made in the course of negotiations of the parties.

THIS WARRANTY IS IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. OUR SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE DEFECTIVE EQUIPMENT OR PARTS OR, AT OUR OPTION, TO PAY THE REASONABLE COST OF REPAIR OR REPLACEMENT. BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGE FOR LOST PROFITS OR SALES, OR DAMAGES FOR INJURIES TO PERSON OR PROPERTY) SHALL BE AVAILABLE. NOTWITHSTANDING THE ABOVE, THE TOTAL AMOUNT THAT MAY IN ANY EVENT BE PAYABLE IN SETTLEMENT OR LIABILITY, HOWEVER INCURRED, SHALL NOT EXCEED THE CONTRACT PRICE.