



TUXCO WARRANTY

TUXCO CORPORATION warrants its manufactured products to be free of defective material and workmanship under normal use and service for a period of twelve (12) months from time of original purchase. This warranty applies only to products which are used in accordance with all instructions as to maintenance and operation set forth in the manuals and instruction furnished by **TUXCO CORPORATION** with its products.

To make a warranty claim, the product must be returned to **TUXCO CORPORATION** with freight prepaid. This warranty does not obligate **TUXCO CORPORATION** to bear any costs of labor, transportation or any other charges which may arise in connection with a warranty claim. Upon receipt of the part or parts in question, a thorough examination will be conducted to determine the cause of failure. Depending upon the results of the examination, warranty may be either granted or denied, and a speedy reply will be rendered. If warranty is denied, a report of **TUXCO CORPORATION's** findings will be sent to the parties involved.

TUXCO CORPORATION's liability for any damage caused by a product which fails due to defective materials or workmanship and the purchaser's exclusive remedy shall be limited to the replacement or repair of (at **TUXCO CORPORATION's** option) the defective part or parts as originally furnished by **TUXCO CORPORATION**. **TUXCO CORPORATION** shall not be liable for any loss, damage or expenses directly or indirectly related to the use of its products of from any other cause or for consequential damages (including, without limitation, loss of time, inconvenience, and loss of production). It is expressly understood that **TUXCO CORPORATION** is not responsible for damage or injury caused to other products, machinery, buildings, property, or persons by reason of the installation or use of its products.

This warranty shall not apply to products sold by **TUXCO CORPORATION** but manufactured in their entirety by others. Such products are warranted only to the extent of their manufacturer's warranty and whenever possible warranty claims should be handled directly with the product's manufacturer.

This warranty shall be null and void if any component of a product has been (a) tampered with, disassembled, repaired or altered (except as may be authorized by **TUXCO CORPORATION** in writing); (b) subjected to misuse, improper maintenance, neglect, accident, or acts of God; or (c) used for purposes for which it was not designed which may attack or harm the materials used in construction of the product or which may otherwise harm the operation of the product. Shipping damage is **NOT** covered by warranty. The carrier is responsible for all repair or replacement costs resulting from damage in shipment.

THIS IS TUXCO CORPORATION'S SOLE AND EXCLUSIVE WARRANTY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY EXCLUDED, INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. No distributor or other person is authorized to assume any liability or obligation for **TUXCO CORPORATION**, other than expressly provided herein.