

## WARRANTY

- I. Valad warrants that each new Valad product will be repaired, replaced, or its purchase price will be refunded at the option of Valad, if it is found to be defective in workmanship, material, specified design, labeling on packaging while under normal use and service. This warranty is subject to the following conditions:
  - a) That the Valad product covered by this warranty be returned to Valad at purchaser's expense.
  - b) For models 203, 207, 209, 210, 211, 212, 215, B300, BH, C300, C400, C450, C475, DFM, DP, RRDM, RSDM, P15, P18, TNM, RTNM, VDH. That such return shall take place within the first year of the operation or of the involved Valad product or within eighteen (18) months after Valad's shipment of the product to the purchaser, whichever first occurs and covers the entire unit. That such return shall take place within the first five years after Valad's shipment of the product to the purchaser and covers components manufactured by Valad which will include heating elements and sheet metal casing of the heater. No switching or electrical components otherwise are covered after the first year of the operation or of the involved Valad product or after eighteen (18) months after Valad's shipment of the product to the purchaser.
  - c) For models ESH. That such return shall take place within the first 90 days after Valad's shipment of the product to the purchaser and covers the entire unit.
  - d) For models ETT, Galley Equipment (R1, VEH, HCB), HAB, HP, HSXX, MINIXX and all other models not listed above. That such return shall take place within the first year of the operation or of the involved Valad product or within eighteen (18) months after Valad's shipment of the product to the purchaser, whichever first occurs and covers the entire unit.
  - e) That examination of the returned product discloses to Valad's reasonable satisfaction that said product was in fact defective.
  - f) That the repair or replacement (at Valad's option) will be made without charge for labor or parts.
  - g) That the replaced or repaired product will be returned to purchaser at Valad's cost, and Valad will reimburse purchaser for carrier cost in sending the defective product to Valad.
  - h) That such warranty shall not apply to any Valad product which has been subjected to misuse, negligence, alteration or accident or which has been previously repaired outside of Valad's plant to such an extent as, in Valad's reasonable judgment, to affect adversely the product's operation, performance or reliability, and
  - i) That this warranty is in lieu of any and all other warranties, express or implied, including (but not limited to) any implied warranty of merchantability or fitness and of any other liability or obligation on the part of Valad.
2. The functioning or performance of our product can be affected by its location, ambiance, dust, mounting or anchoring, local conditions such as excessive dampness, proximity to salt water, overvoltage, explosive atmosphere, excessive vibration, incorrect installation carrier damage, wrong hook-up, and similar factors or conditions beyond our control. We therefore disclaim liability for mal-performance caused by conditions or factors beyond our control. Likewise, we reserve the right to disclaim liability based upon re-wiring or alterations made by or on behalf of the purchaser.
3. When we are asked to build any apparatus according to the purchaser's specifications, our responsibility is discharged by our conformity with those specifications. Therefore, in such cases, we do not guarantee nor are we responsible for performance standards beyond those specified by the Electrical and NEMA Code and those standards which we specify as part of this contract of sale. In no case are we responsible for the accomplishment of undisclosed purposes or unspecified performance standards.
4. We will in all cases confirm in writing purchaser's oral requests for structural changes as well as oral approvals of involved shop drawings or alterations in specifications and shop drawings.
5. The parties signing this purchase order intend that order to be final expression of their agreement and a complete exclusive statement of the terms
6. Valad gives no guarantee or warranty that its product will fulfill any objective or purpose of purchases not expressly and specifically stated in writing by purchaser and agreed to in writing by Valad.