



LIMITED WARRANTY

WARRANTY AND DISCLAIMER

- a) CenterLine (Windsor) Ltd. warrants to Buyer that the Equipment manufactured by CenterLine will be free of defects which are not commercially acceptable in material and workmanship for a period of **one (1) year from date of delivery** provided that the Equipment has been properly installed and maintained, and operated under normal conditions.
- b) This warranty is void and of no effect and CenterLine shall not be liable for any breach of warranty, express or implied, if the Equipment or any part or component thereof shall have been repaired or altered by persons other than CenterLine unless expressly authorized in writing by CenterLine, or if the Equipment is installed or operated contrary to CenterLine's instruction or subjected to misuse, negligence or accident.
- c) **There are no other warranties that extend beyond the warranty herein contained** and no statement oral or written, inconsistent with this warranty, is binding on CenterLine. No agent, employee, representative or distributor of CenterLine has any authority to bind CenterLine to any confirmation, representation or warranty concerning the Equipment beyond that specifically included herein. Extension of or amendment to this warranty can be made only in writing by a duly authorized officer of CenterLine.
- d) This warranty is made **in lieu of all other warranties expressed or implied**, including any warranty of **merchantability of fitness for a particular purpose**.
- e) CenterLine's policy is one of continuous improvement of its products and therefore CenterLine reserves the right to make changes in design or materials as CenterLine may deem proper, without incurring any obligation to incorporate such changes in Equipment of prior manufacture.
- f) Buyer's remedies for breach of any warranty shall be limited as provided in the next section.

REMEDY FOR BREACH OF WARRANTY AND LIMITATION

- a) CenterLine agrees to repair or replace at CenterLine's option any part of the Equipment manufactured by CenterLine which during the period of one (1) year specified above, may prove upon CenterLine's inspection to be defective in material and workmanship and not commercially acceptable; provided that such parts claimed to be defective are returned to CenterLine's plant or another point designated by CenterLine. CenterLine shall not be responsible for labor costs for removal or replacement of defective parts.
- b) Under no circumstances shall CenterLine be liable for buyer's lost profits or other consequential or incidental damages resulting from any cause whatsoever, including but not limited to any breach of warranty, negligence by CenterLine, or alleged damaged or defective goods, irrespective of whether such defects are discoverable or latent. CenterLine's liability, in all events, including any claim of negligence, shall not exceed and is limited to CenterLine's retail list price for parts found to be defective.**
- c) Any claim for breach of CenterLine's warranty herein contained must be made in writing addressed to CenterLine setting forth sufficient detail to permit identification of the defect. Any claim for breach of warranty must be made within one (1) year after delivery of the item of Equipment. If not made within such one (1) year period, any warranty claim shall be conclusively deemed to have been waived.
- d) This warranty is not transferable, and is available solely to the original Buyer.
- e) The remedies herein contained for breach of warranty and/or CenterLine's negligence shall be exclusive.

LIMITATION OF ACTIONS

- a) Any action for breach of CenterLine's warranty must commence within six (6) months of the time the cause of action accrues, unless the period for action is extended by CenterLine in writing. This provision is made expressly in lieu of, and shall supersede, an otherwise applicable statute of limitations.
- b) This warranty applies to equipment manufactured by CenterLine and does not apply to components, parts, or accessories purchased by CenterLine. These items will carry only the warranty issued by the original manufacturer. CenterLine will not be responsible for any warranty claims beyond that covered by the original equipment manufacturer.