



## Limited Warranty

Rohner Mechanical, Inc. ("Seller"), warrants to the original end user that the new components (the "Products") manufactured by Seller for each piece of equipment manufactured by Seller and purchased by Buyer from Seller or Seller's authorized distributors and when installed, operated, and maintained in accordance with Seller's installation, operation and service manual, shall be free of defects in materials and workmanship for the lesser of (a) one (1) year following the shipment of the equipment from Seller or (b) 2500 hours of operation (the "Warranty Period"). This limited warranty cannot be transferred.

During the Warranty Period, if a Product is determined by Seller to be defective, Seller will, at Buyer's sole option, either (1) repair or replace a defective Product (which decision will be at Seller's sole option) or (2) provide Buyer with a credit equal to 70% of the purchase price of new replacement Product (less shipping and handling) purchased by Buyer from Seller to replace a defective Product.

Seller will determine if a Product is defective and will issue a written acceptance or denial of each claim. Products must be returned to Seller for Seller to process any claim made under this limited warranty. Pre-authorization must be obtained before sending any Product to Seller. Products returned to Seller without prior authorization may be refused by Seller. Seller will provide such authorization, if granted, to Buyer in writing. To obtain pre-authorization, Buyer must contact Seller at [info@rohner-usa.com](mailto:info@rohner-usa.com) or Warranty Request, PO Box 822049, Vancouver, WA 98682.

Seller may replace a defective Product with a new or reconditioned component. All replacement Products will be warranted for a period of 90 days or the remainder of the Warranty Period, whichever is greater.

Seller is not responsible for labor charges, installation, or other incidental or consequential costs. This limited warranty does not cover the cost of labor to service or repair a defective Product. Buyer is responsible for all labor, shipping and handling costs associated with the return of any defective Product. Buyer must prepay all return shipping and handling costs.

Immediately upon Buyer's discovery of a potential warranty claim against Seller, Buyer shall notify Seller in writing and discontinue use of the suspect Product. Buyer may not attempt to repair the suspect Product without the prior written consent of Seller.

This limited warranty does not apply to: (1) damage resulting from normal wear and tear; (2) damage caused by accident, abuse, or misuse; (3) acts of God; (4) unauthorized modification or alteration; (5) improper installation, maintenance, repair, or operation; (6) failure to follow Seller's installation instructions, operator guides, or service manuals; (7) use with equipment other than as specified in Seller's manual or use of components or parts not approved by Seller; or (8) continued operation of equipment after discovery of a defective Product.

Seller offers no warranty for components manufactured or supplied by third parties and used as a component of equipment manufactured by Seller except to the extent that Seller is entitled to pass through a warranty of the original equipment manufacturer of those goods, Seller will pass through such warranties to Buyer.

No person is authorized to make any other warranties or to assume any other liability on Seller's behalf.

THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ANY IMPLIED WARRANTY NONETHELESS IMPOSED BY STATE CONSUMER LAW IS LIMITED TO ONE YEAR FROM THE ORIGINAL DATE OF PURCHASE. Seller will not be responsible for loss, damage or injury to persons or property, or for consequential damages, resulting from the possession or use of the Products or equipment.