

Patton's Medical Systems Warranty

Patton's Medical warrants that all systems to be free of defects in material and workmanship under normal use for a period of twenty-four months from start-up, not to exceed thirty months from date of shipment. This warranty covers all necessary parts used in repair as well as all reasonable labor expense. Normal consumable parts as well as parts requiring calibration as part of routine scheduled maintenance (such as filters, Dewpoint/CO sensors/monitors) are not covered under this warranty.

This warranty does not apply to products that are damaged by external causes, or are improperly warehoused, used, installed, serviced, misapplied or maintained by the customer. The sole liability for **Patton's Medical** under this warranty is limited to repairing, replacing, or crediting, at its election, any such products provided that:

- Patton's Medical is notified promptly within the warranty period above of any warranty claim.
- The examination of such items by an authorized representative of **Patton's Medical** will disclose to their reasonable satisfaction that claimed products defect has not been caused by misuse, neglect, improper handling, installation, repair, alteration, or accidents.
- Patton's Medical requires that systems above 5 Hp simplex be commissioned by an authorized Patton's Medical distributor and requires a legible start-up report and distributor invoice to be filed within 30 days of equipment start-up, late documentation will not be considered. Failure to submit a start-up report to Patton's Medical will void the warranty.
- **Replacement Parts** including pumps and motors carry a limited warranty based upon manufacturer specific terms. Labor for these warranties is not included or implied and is at the sole discretion of Patton's Medical.
- Simplex units 5Hp and below as well as retrofit dryer packages do not include factory assisted start-up in their base price unless specifically noted otherwise.
- Invoices for work performed, freight, and equipment must be received promptly within 60-days of performance. Invoices received after this date will not be considered.

Product modification performed by the customer without prior written approval by **Patton's Medical** will invalidate the above warranty.

This warranty is given in lieu of all other warranties, expressed or implied, including implied warranties of fitness for a particular purpose and merchantability. In no event shall Patton's Medical be liable for damages in excess of the value of the defective product or part, nor shall Patton's Medical be liable for any indirect, special or consequential damages, loss of profits of any kind, or for loss of use of the products.

Patton's Medical shall not be liable to the customer for any claims, loss of damage of any kind whatsoever arising from the nonperformance of **Patton's Medical** of any part of this agreement occasioned by acts of God, fire, war, labor difficulties, governmental regulations, or action of government. **Patton's Medical** shall not be liable to the customer for any other cause, whether of a similar or dissimilar nature beyond its reasonable control.