



KOBOLD Instruments Inc. Warranty

Subject to the warranty limitation set forth below, KOBOLD warrants that the products sold hereunder will, for a period of twelve (12) months from date of shipment (the “Warranty Period”), substantially conform to the applicable specifications and will be free from material defects and workmanship under normal and proper use and service. If Purchaser gives KOBOLD prompt written notice of breach of this warranty within the Warranty Period, KOBOLD shall, at its sole option and as Purchaser’s sole and exclusive remedy, repair or replace the subject Products or refund the purchase price. Unless otherwise agreed to in writing by KOBOLD, Purchaser shall be responsible for all costs of removal and installation of repaired or replaced Product. If KOBOLD determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay KOBOLD its then customary charges for any repair or replacement made by KOBOLD.

The warranty and remedies for breach of warranty provided for in this section extend only to the original Product and installation and do not cover, and KOBOLD shall not be liable for, (i) abnormal wear and tear or damage caused by improper installation, maintenance or use contrary to the specifications and/or instructions published by KOBOLD, (ii) storage of products in a wet or damp area or unprotected from weather and other job conditions, (iii) any cause beyond the control of KOBOLD, including without limitation conditions caused by movement, settlement or structural defects of the building in which the products are installed, fire, wind, hail, flood, lightning or other acts of God, intentional acts, accidents, negligence or exposure to harmful chemicals, pollutants or other foreign matter or energy, or (iv) repair or damage caused by anyone except personnel authorized by KOBOLD. Items repaired or replaced and designs corrected under warranty are warranted only for the remainder of the original Warranty Period. Any general product literature is for illustrative purposes only and does not amount to a warranty of any kind. Purchaser accepts full responsibility for the selection of the products to achieve intended results.

The warranty set forth herein is strictly limited to its terms and are KOBOLD’s sole and exclusive warranties and is in lieu of all other warranties, guarantees, express or implied, arising by operation of law, course of dealing, usage of trade or otherwise. KOBOLD DISCLAIMS AND MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.