

## **PERFORMAX GLOBAL WARRANTY POLICY**

PERFORMAX WARRANTS THAT ALL GOODS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY, MOTORS ARE WARRANTED FOR TWO YEARS AND THE RUBBER CURTAIN IS WARRANTED FOR THE LIFE OF THE DOOR. IF IT IS DETERMINED BY BUYER, UPON BUYER'S INSPECTION, THAT GOODS ARE NOT AS WARRANTED, PERFORMAX'S SOLE OBLIGATION SHALL BE LIMITED, AT PERFORMAX'S SOLE OPTION AND DISCRETION, TO EITHER REPAIR OR REPLACE THE GOODS, OR REFUND THE AMOUNT PAID FOR THE GOODS UPON THE RETURN OF THE GOODS TO PERFORMAX.

THIS LIMITED WARRANTY EXPRESSLY EXCLUDES DEFECTS CAUSED BY IMPROPER STORAGE OF THE GOODS, USE OF THE GOODS FOR PURPOSES OTHER THAN THE ORIGINAL INTENDED USE, IMPROPER INSTALLATION, UNAUTHORIZED MODIFICATIONS, ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PARTIES AND ANY OTHER CAUSE NOT ASSOCIATED WITH THE PERFORMANCE OF THE GOODS. THIS LIMITED WARRANTY EXPRESSLY EXCLUDES ANY LABOR COSTS ASSOCIATED WITH REMOVING OR REPLACING ANY DEFECTIVE GOODS AND DAMAGE TO OTHER PROPERTY WHICH MAY BE A RESULT OF ANY DEFECTIVE GOODS.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF THE LAW, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE.

PERFORMAX SHALL HAVE NO OBLIGATION TO BUYER, AND BUYER WAIVES ALL CLAIMS AND REMEDIES AGAINST PERFORMAX, IF BUYER DOES NOT PROVIDE WRITTEN NOTICE OF A CLAIM IN ACCORDANCE WITH PERFORMAX'S WARRANTY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE. BUYER ACKNOWLEDGES RECEIPT OF PERFORMAX'S WARRANTY POLICY AND CERTIFIES THAT BUYER HAS READ AND UNDERSTOOD SUCH WARRANTY POLICY. PERFORMAX SHALL BE PROVIDED A REASONABLE OPPORTUNITY TO INVESTIGATE ALL CLAIMS, AND NO GOODS SHALL BE RETURNED TO PERFORMAX OR DISPOSED OF IN ANY MANNER UNTIL AFTER PERFORMAX'S INSPECTION AND WRITTEN APPROVAL OF THE MANNER IN WHICH THE GOODS ARE TO BE RETURNED OR DISPOSED.

LIMITATION OF LIABILITY. PERFORMAX'S LIABILITY WHETHER IN LAW, EQUITY, CONTRACT, TORT, STATUTORILY OR OTHERWISE IS LIMITED, AT PERFORMAX'S SOLE OPTION AND DISCRETION, TO EITHER REPAIR OR REPLACE THE GOODS, OR REFUND THE AMOUNT PAID FOR THE GOODS UPON THE RETURN OF THE GOODS TO PERFORMAX. IN NO EVENT SHALL PERFORMAX BE LIABLE FOR ANY PUNITIVE, LIQUIDATED, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOST INCOME, LOSE OF USE, OVERHEAD, INTEREST, SERVICE CHARGES, INTERRUPTION, SHUT-DOWN OR DESTRUCTION OF BUSINESS, PREVENTION OR DELAY IN PERFORMANCE OF CONTRACTS WITH THIRD-PARTIES, DELAY DAMAGES OF ANY KIND, MENTAL SUFFERING OR EMOTIONAL DISTRESS.