

## WARRANTY STATEMENT

Itoh Denki warrants its Power Mollers to be free from defects in material and workmanship under normal and proper use for a period of one year starting from the date stamped on the Power Moller.

Itoh's only obligation shall be to repair or replace defective equipment which does not conform to the warranty. Itoh shall not be liable for any injury, loss, or damage, direct or consequential, arising out of or the inability to use, the equipment. Before using, Buyer and/or the ultimate User shall determine the suitability of the product for its intended use and User assumes all risks and liability in connection therewith.

The foregoing may not be changed except by an agreement signed by an authorized Itoh representative.

The articles that are replaced pursuant to the terms of this warranty shall be retained by Itoh and the User is responsible for any freight cost relating to repair or replacement.

The foregoing warranty is exclusive and in lieu of all other warranties of quality, whether written, oral or implied (including any other warranty of merchantability or fitness for purpose). The following are exclusions from warranty:

- If usage, adaptation, or installation are not in accordance with our installation and operating instructions.
- If the product has been opened, dismantled, or returned with clear evidence of abuse or other damage.
- If our written specifications are not properly applied by the buyer when selecting the equipment.
- If our equipment has been used to perform functions other than the functions it was designed to handle.
- If electrical accessories and other components have been used in disregard of the basic wiring diagram for which they were designed.

All costs related to installation and reinstallation of the Itoh equipment covered by this are not the responsibility of Itoh. Itoh will not be responsible for any consequential damages during the installation procedures.

If the Buyer resells any Itoh products to another Buyer or End-user, it shall include all of the terms and provisions of this warranty in such a resale.

Itoh's responsibility to any such Third Party shall be no greater than Itoh's responsibility under the warranty to the original Buyer.