

## **Trango Warranty**

### Limited Warranty

THE MANUFACTURER warrants that the Products, under conditions of normal use and when properly installed, administered, applied and maintained, will be free of defects in material and workmanship for a period of twelve (12) months from the date of delivery to Distributor (the “Limited Warranty”).

In satisfaction of the Limited Warranty, THE MANUFACTURER will repair or replace, at its sole discretion, any defective Product at no additional charge, provided such Product has been properly installed and has not been abused, misused, repaired or modified and provided that THE MANUFACTURER is notified in writing of the claimed defect within thirty (30) days of its actual discovery. Said repair or replacement shall be made within a reasonable time of the delivery of the defective Product to THE MANUFACTURER.

Any Product that requires Limited Warranty service shall, unless deemed unnecessary by MANUFACTURER be delivered to THE MANUFACTURER (at Distributor or the client’s cost and expense together with all operational information that THE MANUFACTURER may reasonably request. In the event that any flaws or defects are discovered in any of the Products, Distributor or said client shall immediately notify THE MANUFACTURER of such event and shall provide a written report to THE MANUFACTURER with a full and complete description of the defect. THE MANUFACTURER shall be responsible for shipping such Products back to Distributor.

This warranty does not apply and MANUFACTURER shall not be responsible and have no obligation to Product damaged or any non-conformity (in whole or in part) caused by aggressive water conditions, vandalism, willful misconduct, negligence, installation not in accordance with MANUFACTURER installation instructions, tampering, change, alteration or modification by any party other than MANUFACTURER instructions, misapplication or abnormal use or misuse, whether through acts, omissions, error or accident, improper handling, improper repair, storage, maintenance by Customer, unusual environmental conditions, accidental or intentional damage by any person other than MANUFACTURER or other use not as described in this Limited Warranty, acts of God, force majeure

events or any  
other conditions

or causes whatsoever beyond the control of MANUFACTURER (including but not limited to environmental conditions) or which are external to the Product.

The Distributor or client agrees to provide its full support and cooperation with respect to any corrections or modifications required with respect to any Product subject to the Limited Warranty. THE MANUFACTURER shall provide remote guidance with respect to any matters that can be corrected on-site by Distributor or client personnel. Any suggestions by THE MANUFACTURER or its authorized representative regarding use, application or suitability of the Product shall not be construed as an express or implied warranty unless confirmed to be such in writing by THE MANUFACTURER.

**THE LIMITED WARRANTY AS WELL AS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PRODUCTS ARE LIMITED IN DURATION TO TWELVE (12) MONTHS FROM DELIVERY TO DISTRIBUTOR. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY TO DISTRIBUTOR OR ANY CLIENT OR CUSTOMER OF DISTRIBUTOR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST WAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE ANY OF THE PRODUCTS EXCEPT TO THE EXTENT THAT SUCH LIABILITY MAY NOT LAWFULLY BE EXCLUDED.**

**NO AUTHORIZED REPRESENTATIVE, DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE OF EITHER MANUFACTURER OR CUSTOMER IS AUTHORIZED TO MODIFY THESE WARRANTIES. SUCH MODIFICATION SHALL BE NULL AND VOID AND SHALL NOT BIND THE MANUFACTURE FOR ANY AND ALL PURPOSES.**

**THE REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE FULL AND COMPLETE LIABILITY OF THE MANUFACTURER WITH RESPECT TO ANY DEFECT FOUND IN OR ARISING FROM THE PRODUCTS.**

In the event of any claims asserted by any third party, Distributor or client shall provide all information and assistance reasonably requested by THE MANUFACTURER. THE MANUFACTURER shall be entitled to exclusive control over any litigation or negotiation that may take place.

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