

## **LIMITED WARRANTY AND LIMITATION OF LIABILITY**

Precision Medical, Inc. warrants that EASY AIR 15 Compressor (the Product) will be free of defects in workmanship and/or material for the following period:

### **One (1) year from shipment**

Should any failure to conform to this warranty appear within the applicable period, Precision Medical, Inc. shall, upon written notification thereof and substantiation that the goods have been stored, installed, maintained and operated in accordance with Precision Medical, Inc.'s instructions and standard industry practice, and that no modifications, substitutions, or alterations have been made to the goods, correct such defect by suitable repair or replacement at its own expense.

### **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES.**

The representatives of Precision Medical, Inc. or any retailers are not authorized to make oral warranties about the merchandise described in this contract, and any such statements shall not be relied upon and are not part of the contract for sale. Thus, this writing is a final, complete and exclusive statement of the terms of that contract.

### **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED.**

Precision Medical, Inc. shall not under any circumstances be liable for special, incidental or consequential damages including but not limited to lost profits, lost sales, or injury to person or property. Correction of non-conformities as provided above shall constitute fulfillment of all liabilities of Precision Medical, Inc. whether based on contract, negligence, strict tort or otherwise. Precision Medical, Inc. reserves the right to discontinue manufacture of any product or change product materials, designs, or specifications without notice.

**Precision Medical, Inc. reserves the right to correct clerical or typographical errors without penalty.**