

## **SPRING AIR SYSTEMS INC. (SAS) WARRANTY**

SAS warrants only that the products manufactured by SAS shall be free from defects in material and workmanship; provided, however, that this warranty shall be limited to product(s) found to be defective within twelve months (12) months from the date of installation or eighteen months (18) from the date of shipment, whichever is earlier ("Warranty Period").

The sole and exclusive remedy of the purchaser for any liability against SAS of any kind, including (a) warranty, express or implied whether contained in the SAS Standard Terms and Conditions, or in any terms additional or supplemental hereto, (b) contract, (c) in negligence, (d) in tort, or (e) otherwise, is limited to the repair or replacement of the defective part or parts of the product at SAS designated point of manufacture, by SAS of the products which an examination by SAS reveals to be defective during the Warranty Period, or at SAS's option to refund to the purchaser the money paid to SAS for such products. SAS will have no obligation to remedy defects unless, within the Warranty Period and the purchaser gives SAS written notice of its claim within the Warranty Period.

In no event shall SAS incur any obligation to repair or replace defective parts or products which are determined by SAS to be defective due to the purchaser's misuse, or due to use not in accordance with specified operating conditions and/or operating and/or maintenance instructions. SAS shall not incur any obligation hereunder with respect to products which are repaired or modified in any way by the purchaser without SAS's prior written approval.

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, SAS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

SAS WILL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. In no case will SAS's liability exceed the amount paid to SAS by the purchaser for the specific product(s) giving rise to such liability.

**Serial Number:** \_\_\_\_\_

**Date of Shipment:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Spring Air Systems Inc. 1464 Cornwall Rd., Unit # 9, Oakville, Ontario, L6J 7W5, (905) 338-2999**