

## One Year Limited Warranty — Parts And Labor

Merco warrants to the Original Purchaser of the Merco product (herein called the "Unit") that such Unit, and all parts thereof, will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment of the Unit to the Original Purchaser or one (1) year from the date of installation if registration is completed. During this one year period Merco will repair or replace any defective part which Merco determines was defective due to faulty material or workmanship. During this one year warranty period, Merco will, subject to the limits set forth below, pay labor, crating, and freight incurred in the removal of the Unit of defective component and shipment to Merco. A maximum of 1-hour is allowed to diagnose a defective component. A maximum of 1-hour is allowed for retrieval of parts not in stock. A maximum travel distance of 100 miles round trip and 2-hours will be reimbursed. Overtime, installation/start-up, normal control adjustments, general maintenance, glass breakage, freight damage, delayed site entry because of security or hours of operation and/or correcting an end-user installation error will not be reimbursed under warranty unless pre-approved with a Service Work Authorization from Merco. Merco will pay the return costs if the Unit or part thereof was defective.

The term "Original Purchaser" as used herein means that person, firm, association, or corporation for whom the Unit was originally installed.

This warranty does not apply to any Unit or part thereof that has been subjected to misuse, neglect, alteration, or accident, such as accidental damage to the exterior finish, operated contrary to the recommendations specified by Merco; or repaired or altered by anyone other than Merco in any way so as to, in Merco's sole judgment, affect its quality or efficiency. This warranty does not apply to any Unit that has been moved from the location where it was originally installed. This warranty also does not cover Quartz Heating Elements or plastic trays used in the Unit. The warranty is subject to the user's normal maintenance and care responsibility as set forth in the Service and Installation Manual and is in lieu of all other obligations of Merco. Merco neither assumes, nor authorizes any other person to assume for Merco, any other liability in connection with Merco's products.

Removal or defacement of the original Serial Number or Model Number from any Unit shall be deemed to release Merco from all obligations hereunder or any other obligations, express or implied.

Parts furnished by suppliers to Merco are guaranteed by Merco only to the extent of the original manufacturer's express warranty to Merco. Failure of the Original Purchaser to receive such manufacturer's warranty shall in no way create any warranty, expressed or implied, or any other obligation or liability on Merco's part in respect thereof.

Under no condition does this warranty give the Original Purchaser the right to replace the defective Unit with a complete Unit of the same manufacturer or of another make. Unless authorized by Merco in writing, this warranty does not permit the replacement of any part to be made with the part of another make or manufacturer.

No claims can be made under this warranty for spoilage of any products for any reason, including system failure.

Merco will not be responsible for structural changes or damages incurred during installation of the Unit or any exhaust system.

Merco shall not be liable in any manner for any default or delay in performance hereunder caused by or resulting from any contingency beyond Merco's control, including, but not limited to, war, governmental restrictions or restraints, strike, lockouts, injunctions, fire, flood, acts of nature, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.

Except as provided in the Service Labor Contract, if applicable, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect for Merco products sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Merco and its agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, MERCO DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS

This warranty supersedes and excludes any prior oral or written representations or warranties. The sole and exclusive remedies of any person relating to the Unit, and the full liability of Merco for any breach of this warranty, will be as provided in this warranty.

Other than this Merco One Year Limited Warranty, any applicable Merco Service Labor Contract, the Original Purchaser agrees and acknowledges that no other warranties are offered or provided in connection with or for the Unit or any other part thereof. The liability of Merco for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Merco Product on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Merco's option, the refund of the amount paid for said equipment or services. Any breach by Merco with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only

IN NO EVENT WILL MERCO BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES.

If shipment of a replacement part is requested prior to the arrival in the Merco factory of the part claimed to be defective, the Original Purchaser must accept delivery of the replacement part on a C.O.D. basis, with credit being issued after the part has been received and inspected at Merco's plant and determined by Merco to be within this warranty.