



## Limited Warranty

Subject to the terms and conditions of this Warranty, S.A. Baxter LLC ("S.A. Baxter") warrants to the Purchaser that each of S.A. Baxter's Products shall be (a) free from breakage for the lifetime of the Product except as otherwise provided in this Warranty, (b) free from finish defects for a period of one year commencing on the date of delivery, and (c) free from internal mechanical defects, including, but not limited to, defects in all moving parts contained within the Product, for a period of one year commencing on the date of delivery.

## Exclusions from Warranty

This Warranty does not cover (a) any damage to the finish of the Product caused by weather, climate, or other effect of nature; (b) any S.A. Baxter product which has been damaged as a result of installation contrary to any of S.A. Baxter's written installation instructions; or (c) any S.A. Baxter product having a defect caused by neglect, misuse, abuse or unreasonable or extraordinary use or maintenance. S.A. Baxter shall have the sole discretion to determine that Product's defect is a result of one of the above-described exclusions.

## Warranty Claims

All claims and other communications under this Warranty must be in writing, briefly describe the defect, be accompanied by a proof of purchase and be received during the applicable Warranty period. The claimant must provide any other information and evidence reasonably required by S.A. Baxter and, if requested, must permit inspection of the product by S.A. Baxter. Warranty Claims must be delivered by U.S. Mail to S.A. Baxter, 37 Elkay Drive, Suite 33, Chester, New York 10918.

## Remedies

If a claim is made under this Warranty and, after investigation by S.A. Baxter, proves to be valid, S.A. Baxter will, at its sole option, either repair or replace the defective Product. Upon such a repair or replacement, the original remaining Warranty period will continue in effect and be applicable to the repaired or replacement S.A. Baxter Product. If an exact replacement for any given Product is unavailable because it has been discontinued, S.A. Baxter reserves the right to refund the original consumer purchase price of the product. S.A. Baxter shall not be obligated or liable for labor or other costs related to installation, repair, or replacement, or for loss of, or damage to, any material which is not sold by S.A. Baxter.

## Limitation of Liabilities

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES PROVIDED UNDER THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDIES, AND S.A. BAXTER SHALL NOT BE LIABLE FOR ANY OTHER REMEDY OR DAMAGES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES.