

WARRANTY STATEMENT (U.S.A. and Canada)

APPLICABILITY

This Warranty Statement applies only to Bishamon Industries Corporation (“Bishamon”) products that are purchased from Bishamon or a Bishamon authorized dealer and used within the U.S.A. and Canada.

ALLOCATION OF RISKS

This Warranty Statement constitutes an agreement that allocates the risks of product failure between Bishamon and the purchaser. This allocation is recognized by both parties and is reflected in the price of the products. The user acknowledges that it has read this agreement, understands it, and is bound by its terms.

WARRANTY

Bishamon warrants its products to be free from defects in material and workmanship for a period of one (1) year from the date of delivery. This one (1) year warranty covers parts and labor. The warranty period commences as of the date of delivery of the product to purchaser.

This warranty applies only to the original purchaser and it is not transferable to any subsequent purchaser or user.

This warranty applies only to original equipment manufactured by Bishamon. This Warranty shall not apply to: (a) defects caused by failure to provide a suitable installation environment for the product; (b) damage caused by use of the product for purposes other than those for which it was designed; (c) damage caused by disasters such as fire, flood, wind, and lightning; (d) damage caused by unauthorized attachments or modifications; (e) damage during shipment; or (f) any other abuse, misuse, accident, alteration, or unauthorized repair of any Bishamon product or part by the user.

Bishamon must receive written notice of any defect within the one (1) year warranty period. Upon Bishamon’s timely receipt of a notice of a warranty claim, Bishamon will, at its election: (a) replace the defective unit; or (b) repair the product at Bishamon’s facilities or through an authorized repair representative selected and authorized by Bishamon to perform warranty work. This warranty does not cover any repair work not authorized by Bishamon, including, but not limited to repair work arranged by or performed by the user. Any replacement product or parts installed during the warranty period are covered by this warranty for the balance of the original warranty period. Any replaced product or parts becomes Bishamon’s property.

If warranty service requires shipment to Bishamon or its authorized repair representative, then Bishamon will arrange pick-up and shipping for the defective product, which is covered by this Warranty Statement. Bishamon will provide users with packing instructions for product shipments. Users must use reasonable care to package the return product for shipping in accordance with Bishamon’s packing instructions. Bishamon shall not be responsible for negligent or inappropriate packing of returned products.

In addition to the warranty stated above, if a product is custom built by Bishamon to specifications provided by the user, then Bishamon warrants that the custom built product will meet the user’s specifications. Users must inspect custom built products immediately. All claims of nonconformity must be stated in writing and delivered to Bishamon within ten (10) days of the date of delivery.

To the extent allowed by local law, the remedies provided in this Warranty Statement are the user’s sole and exclusive remedies. Except as specifically stated herein, there are no other warranties for Bishamon products or parts, express or implied, including the warranties of merchantability and fitness for a particular purpose, all of which are hereby excluded.

This Warranty Statement gives the user specific legal rights. The user may also have other rights, which vary from state to state in the U.S.A. and from country to country elsewhere in the world.

DISCLAIMER OF WARRANTY

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

LIMITATION OF REMEDIES

IN NO EVENT WILL BISHAMON BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT BISHAMON WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY, AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Bishamon makes no warranty with respect to the compliance of any of its products with any applicable federal, state or local safety or product standard codes. Any noncompliance with such safety or product standard codes shall not be a defect either of material or workmanship pursuant to this warranty. Bishamon shall have no liability for any damages or costs of any kind incurred by the user due to such noncompliance.

NO OTHER WARRANTIES.

Unless modified in a writing signed by both parties, this Warranty Statement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to this Warranty Statement, including, but not limited to statements made by salespersons. No employee of Bishamon or any other party is authorized to make any warranty in addition to those made in this Warranty Statement. The provision of this Warranty Statement may only be altered or modified in writing and only if signed by an officer of Bishamon. Any provision contained herein which is deemed to be invalid or unenforceable shall be ineffective to the extent of such prohibition without invalidating the remaining provisions herein or effecting their validity or enforceability.

CHOICE OF LAW AND VENUE

This Warranty Statement shall be governed by and construed in accordance with the laws of the State of California.

Each party agrees that it will bring any action, suit or proceeding arising in connection with any disagreement, dispute, controversy or claim arising out of or relating to this Warranty Statement exclusively in any court of competent jurisdiction in the County of San Bernardino, State of California (the “Chosen Courts”), and further (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, and (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party.

TIME LIMIT FOR BRINGING SUIT.

Any action for breach of warranty must be commenced within fifteen (15) months following delivery of the product.

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