



## LIMITED WARRANTY

MUM Industries, Inc., doing business as The EMF Company ("EMF") warrants that its products will be free from original defects in materials and workmanship for a period of *one (1) year* from date of shipment from its facility. This warranty is subject to receipt of written notification of a potential defect, provided by customer to EMF within the warranty period.

This limited warranty shall be null and void and no part of it shall apply if any one of the following occur: 1) the Product has not been properly installed by a qualified installer in accordance with all manufacturer specifications; 2) the Product has been subject to unauthorized service; 3) the Product has been subject to mishandling, misuse, or abuse; 4) the Product has been modified; 5) the Product has suffered damage resulting from vandalism, fire, earthquake, acts of nature, or any other cause which the Product was not designed to withstand; or 6) the Product has been used, or attempted to be used, for other than the customary usage or for other than the Product's intended use.

EMF cannot and does not assume liability for defective product parts or components, or damage caused by defective product parts or components, that are not manufactured by EMF, even if such product parts and components are incorporated, contained or used in conjunction with any EMF product. Any parts or components manufactured by third parties that are incorporated, used or contained in EMF products are or may be separately warranted by the manufacturer of said parts or components. The warranty provided herein for such parts or components manufactured by a third party is limited in time and remedy to the actual warranty (if any) provided by such third-party manufacturer, and EMF does not separately warrant the same.

If within the warranty period any Products or components shall be proven to EMF's satisfaction to be defective, then and in that event, the same shall be repaired or replaced at the option of EMF. Claims for defects in material and workmanship covered by this Limited Warranty must be made in writing. The Product must be returned to EMF's facility, at Customer's expense, for inspection. If determined by EMF to be defective in material or workmanship, and to otherwise be covered by this Limited Warranty, the Product will be replaced or repaired at the option of EMF, in its sole and absolute discretion, free from all charges except authorized transportation. Any replacement Product or component may be a model determined by EMF to be equivalent to the defective model, or a Product that has been factory refurbished. The remainder of original warranty period will apply to any repair/replacement Product or component.

Neither employee, distributor, dealer, agent or representative is authorized to change the terms of this Limited Warranty in any way, to extend the warranty time periods, or to grant additional warranties, and no attempt to do so will be binding upon EMF.

**THE REMEDIES OF BUYER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES (INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY EMF IN CONNECTION WITH THE MANUFACTURE OR SALE OF ITS PRODUCTS. NO WARRANTY SHALL EXTEND BEYOND THE APPLICABLE TIME PERIOD STATED IN BOLD FACE TYPE ABOVE. THE LIABILITY OF EMF, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR PART FOUND BY EMF TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. EMF SHALL NOT BE LIABLE FOR COST OF REMOVAL OR INSTALLATION. NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF EMF.**

Whether based on any Warranty claim or otherwise, EMF will not, in ANY event, be liable for any loss of profit, interruption of business or any other special, consequential or incidental damages suffered or sustained by Customer. EMF's total maximum liability to the Customer in respect of the manufacture and sale of Products is limited to the Warranty stated herein and, if any claim by Customer is based on a theory other than the Warranties, then the damages are limited to the total monies received by EMF from the Customer for the particular Products purchased by Customer. The total maximum liability for scheduled orders that are drawn down against each month will be the monthly total of the affected order or the total value of the items affected, whichever is less.