ALASO USA CORP.
Standard Equipment Warranty

General Warranty
For a period of one (1) year after delivery of the equipment, Alaso U.S.A., Corp. (“Alaso”) warrants to the original purchaser (“Purchaser”) of each item of new Alaso equipment (“Product”) that the Product be free from defects in material and workmanship when used in a usual and customary fashion.

Remedies
If Purchaser notifies Alaso in writing that such defect exists within one (1) year of delivery, and upon inspection, Alaso agrees that the product is defective in material or workmanship, Alaso’s sole obligations and the Purchaser’s exclusive remedies with respect to the Product determined to be defective shall be limited to repair, replacement or refund (less the reasonable value of Purchaser’s use of the Product), at Alaso’s option, of any parts or equipment. All equipment or parts claimed to be defective in material or workmanship must be made available for inspection at the place of business of a dealer authorized to handle the equipment covered by this limited warranty, or, upon request by Alaso, shipped to the Alaso factory in Lakeland, Florida. Alaso shall have no obligation to bear the cost of transportation in connection with replacement or repair of any such defective parts. Alaso’s determination as to whether the Product is defective is final.

This limited warranty is expressly conditioned upon the Purchaser’s compliance with its obligations herein to comply with the provisions of the warranty. If the Purchaser fails to comply with these instructions, the Purchaser shall bear the full cost of any service, including but not limited to repair, replacement, and return.

This limited warranty is expressly conditioned on the Purchaser’s obligation to complete installation of, perform regular maintenance on, and care for any equipment and supplies in accordance with all instructions, manuals and other written materials for the Product, a copy of which the Purchaser acknowledges receiving and to which the Purchaser agrees to be bound. If the Purchaser does not comply with such instructions, this limited warranty will be void.

Purchaser’s notice of defects must be delivered by Certified Mail, Return Receipt Requested, and the failure to use that mail service may result, in Alaso’s sole discretion, in the cancellation and voidance of this warranty.

Additional Conditions and Limitations
Applicable to All Alaso Equipment Warranties
1. If all components of the Product or system are not original equipment supplied by Alaso or its authorized distributor, this limited warranty will be void.

2. Purchaser is solely responsible for determining the use and application of the Product only for the purpose for which it was designed. Alaso does not make any representation or warranty that any intended animal or group of animals will use the Product in the manner in which the Purchaser intended. Purchaser has independently examined the Product to determine that its use and application is consistent with the purpose of the Product.

3. Component parts used with or in connection to the Product that are not manufactured by Alaso and that are supplied by outside manufacturers (such as, but not limited to, certain electrical motors, certain controls, drinker system components, etc.) are excluded from this limited warranty, and may be warranted by the respective manufacturer in accordance with its warranty agreement, if any.

4. This limited warranty shall not apply to any defect, failure or damage resulting from: (a) misuse or use of equipment other than for which it was designed; (b) lack of proper maintenance; (c) unauthorized or improper modifications to covered equipment; (d) accidents or damage caused by disasters such as fire, flood, wind or lightning; (e) the presence of foreign material in component; (f) corrosion, material deterioration or equipment
malfunction caused by improper or excessive chemical, minerals or other foreign elements; or (g) any other abuse or misuse.

5. This limited warranty also shall not apply, and the Product shall not be deemed defective, to the extent that (a) the Product conforms with drawings of or specifications for or a sample of goods that have been approved by Purchaser; (b) the Product conforms with goods, testing results, dimensional layouts, or manufacturing methods that have been submitted and approved by Purchaser; (c) the Product is damaged by method or length of storage by Purchaser; or (d) the Product conforms to the specifications as changed or waived if Purchaser’s representative agrees in writing to the change in or waiver of the specifications for any Product.

6. TO THE FULLEST EXTENT ALLOWED BY LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT SHALL ALASO AND ITS DISTRIBUTOR BE LIABLE FOR ANY KIND OF SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR CONTINGENT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST OR DAMAGED PRODUCT, GOODS OR LIVESTOCK, COSTS OF TRANSPORTATION, LOST SALES, LOST ORDERS, LOST INCOME, INCREASED OVERHEAD, LABOR AND INCIDENTAL COSTS AND OPERATIONAL INEFTICIENCIES. FURTHER, IN NO EVENT SHALL ALASO AND ITS DISTRIBUTOR BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES, AND IN EVENT SHALL THE LIABILITY OF ALASO AND ITS DISTRIBUTOR EXCEED THE INVOICED PRICE OF THE PRODUCT TO THE ORIGINAL PURCHASER.

7. THE LIMITED WARRANTY SET FORTH ABOVE CONSTITUTE ALASO’S ENTIRE AND SOLE WARRANTY. ALASO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESCRIPTION OF QUALITY OF THE PRODUCT FURNISHED, AND ANY OTHER WARRANTY ARISING BY OPERATION OF LAW, CUSTOM OR USAGE.

8. Neither dealer nor any other person has any authority to make any representation, warranties or promises on behalf of Alaso or to modify, extend, or otherwise alter the conditions of any warranty in addition to, or in lieu of, those conditions and terms expressly stated above. Any exceptions not noted in the body of the Warranty must be authorized in writing by an officer of Alaso. Alaso reserves the right to change or delete models, or change specifications at any time without notice or obligation to improve previous products.