

Double L Group Warranties & Disclaimer of Warranties Statement

This Warranties & Disclaimer of Warranties Statement is provided by Double L Group, LLC (the “Seller), and is incorporated into the Terms and Conditions of Sale, which governs the sale by the Seller to the Customer of Equipment (defined below). The Terms and Conditions of Sale is available at www.doublel.com where this Statement is also found.

Seller hereby warrants to the initial purchaser of the products sold by Seller (“Equipment”) that the Equipment shall be free from all defects in material, workmanship and design during the Warranty Period (defined below) under normal use and service for the purpose intended in accordance with and subject to the terms and conditions of this Limited Warranty.

- A. Warranty Period. The Limited Warranty is provided only to those Equipment defects and failures to conform that occur twelve (12) months from the date of shipment from Seller or as otherwise stated (“Warranty Period”).
- B. Terms and Conditions of Limited Warranty. The following terms and conditions apply to this Limited Warranty:
 - (a) The Seller shall have the option to repair or replace the Equipment.
 - (b) In order to obtain the Limited Warranty, a claim under the Limited Warranty must be submitted to the Seller in writing within the Warranty Period.
 - (c) If requested by the Seller, a sample of the alleged defective Equipment shall be shipped to the Seller at its manufacturing facility or other location specified by the Seller, with freight PRE-PAID by the claimant, to allow the Seller to inspect the Equipment. The Seller also reserves the right to inspect any Equipment that is claimed to fail to satisfy the above warranty at the purchaser’s facility.
 - (d) Within a reasonable time after notification of a valid claim, the Seller will, at the Seller’s expense, replace or repair the Equipment. The repair or replacement of Equipment is the purchaser’s exclusive remedy for any breach of this limited warranty and no claims may be made for labor. All replacement Equipment and repairs shall be of a quality and suitability meeting the original warranty terms and shall, in turn, be covered by a warranty no less favorable to the purchaser than this Limited Warranty.

Claims that fail to comply with any of the above terms and conditions shall be denied.

C. LIMITATIONS AND EXCLUSIONS.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE BENEFIT OF THE PURCHASER, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING OR USAGE OF TRADE. DEFECTS RESULTING FROM MISUSE OR LACK OF PROPER MAINTENANCE SHALL NOT BE CONSIDERED DEFECTS UNDER THIS LIMITED WARRANTY.

IN NO EVENT SHALL THE SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL THE SELLER BE LIABLE TO THE PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSON, PROPERTY, OR ANIMALS, BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS OR CLAIM IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE, OR, AT THE OPTION OF THE SELLER, THE REPAIR OR REPLACEMENT, OF THE PARTICULAR EQUIPMENT ON WHICH ANY CLAIM OF LOSS OR DAMAGE IS BASED. THIS LIMITATION OF LIABILITY APPLIES IRRESPECTIVE OF WHETHER THE PURCHASER’S CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER CAUSE AND WHETHER THE ALLEGED DEFECT IS DISCOVERABLE OR LATENT, AND WHETHER AN AUTHORIZED REPRESENTATIVE OF SELLER HAS BEEN ADVISED OF OR SHOULD HAVE KNOW OF THE POSIBILITIES OF SUCH DAMAGES.