



TarpDevil Warranty

TarpDevil warranties all TarpDevil Cover Management Systems (the "Product"), when applied and installed, to be free from defects in material and workmanship under normal use and service for a period of 1 year from date of use. This warranty does not guarantee a particular service life of the products. Service life will vary with application, operating environment, level of maintenance and other factors beyond TarpDevil's control.

TarpDevil's sole responsibilities for the Product or parts determined to be defective and covered by this warranty is limited to repairing the product or part, plus an allowance for labor costs, with such allowance being determined by TarpDevil in its sole discretion. All parts removed and/or replaced from the Product under this warranty become the property of TarpDevil.

Prior authorization from TarpDevil must be obtained before replacing or returning any part (s), or incurring any cost of labour. No charges for expense incurred in parts, labour or transportation by unauthorized persons will be allowed under this warranty. TarpDevil reserves the right of any part or TarpDevil assembly (with transportation prepaid) claimed to be covered under this warranty.

In no event does this warranty extend to the Product or services covered by this agreement if the Product has been subject to misuse; improper testing, installation, storage, or handling; abnormal stress, condition or use; repair or alteration other than by TarpDevil or those authorized by TarpDevil; or has been used with any third party product or hardware not authorized or approved in writing by TarpDevil.

TarpDevil shall not be liable, in event, for proximate, incidental, consequential, special or other damages. This includes, but it not limited to, damages for loss of production, loss of profit, loss of opportunity, or injury to persons arising out of any breach in this warranty.

Notwithstanding anything to the contrary herein, the liability of TarpDevil, whether in contract, tort (including negligence) or otherwise, from any loss or damage arising out of, connected with, or resulting from a breach by TarpDevil of this warranty is limited to the price allocated to the Product or services covered by this Agreement, or part thereof, which gives rise to the claim, the replacement of the Product or at the option of TarpDevil the repair of such Product.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXTENDING BEYOND THAT SET FORTH ABOVE.