



## STATEMENT OF LIMITED WARRANTY

Jet-Lube, LLC dba Deacon (“Deacon”) warrants the following:

### 1. LIMITED WARRANTY

The Product subject to this sale will be of good quality and workmanship and conform to the Product’s specifications at date of delivery. If the Product(s) fail to meet specifications or prove defective by reason of faulty design, workmanship or materials, then Deacon will adjust, repair or replace (in Deacon’s discretion) the Product(s) without charge to the purchaser, or refund the purchase price of the Product(s) to the purchaser. No agent, representative or employee of Deacon or its affiliates is authorized to alter this limited warranty, which relates to all Products delivered, whether sold, delivered as samples or otherwise.

If the purchaser believes that a Product covered under this Limited Warranty fails to conform to specifications or is defective by reason of faulty design, workmanship or materials, then it must promptly notify Deacon (within 30 days of determination) at, [sales@deaconindustries.com](mailto:sales@deaconindustries.com), (a “Defect Notice”). Deacon will then inspect the Product and determine, in its reasonable judgment, whether an adjustment or repair to, or a replacement of, the Product is warranted, and if so, promptly make the correction and provide necessary costs of materials and labor to make the correction. Deacon may elect to repair or replace the Product on site or have the Product returned to Deacon’s premises. If the Product is returned to Deacon, the risk of loss relating to the Product will at all times remain with the purchaser, and shipping costs shall be borne by Deacon where the Product defect is covered by this limited warranty.

The foregoing limited warranty will be voided in the following conditions, without limitation:

- (i) The Product has not been used (with proper documentation) solely for its proper purpose and in accordance with the applicable operating and maintenance instructions, service manual, safety data sheets or other relevant documentation;
- (ii) The Product defect has been caused by fire, accident, misuse, neglect, incorrect application or installation by the purchaser or its customers, agents or representatives, unauthorized alteration, repair or maintenance or the use of sub-standard consumables, ordinary wear and tear excepted;
- (iii) The Product defect has arisen from any design, specification, component or material supplied by or on behalf of the purchaser or any third party; or
- (iv) The Product or any part of the Product has been replaced with another product not supplied or approved by Deacon.

### 2. LIMITATION OF LIABILITY AND DISCLAIMER

The terms set forth in Section 1 are purchaser’s exclusive remedy for breach of warranty relating to the Product. The responsibility for determining whether the Product is suitable for use or a particular application resets solely with the purchaser. Deacon does not warrant any products or services not provided by Deacon, or any products or services provided by a third party that incorporate the Products. **Deacon shall not under any circumstances be liable for any consequential, incidental, special or punitive damages or losses, whether direct or indirect.**

**EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, DEACON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**