

PARTS WARRANTY

ARS ENTERPRISES, a California corporation ("ARS") warrants to the purchaser of parts from ARS, that such parts are free from defects in material and workmanship. The terms and conditions of this warranty and the rights of such original purchaser in case of a covered defect are as follows:

SECTION 1 PARTS SUBJECT TO THIS WARRANTY

Parts covered under this warranty include those parts sold directly to customer by ARS: 1) in conjunction with a Preventative Maintenance Agreement (PMA) with ARS; 2) in conjunction with time and materials (T&M) repairs performed by ARS or 3) in response to parts only orders (SO's) by customer for installation by others.

SECTION 2 WARRANTY GIVEN; PERIODS OF WARRANTY

2.1 Standard Warranty w/ ARS PMA; Labor to Repair or Replace

ARS warrants that parts shall perform their original equipment manufacturer's designated function for a period of ninety (90) days from date of delivery by ARS. ARS shall, at its sole discretion, repair or provide replacement for any part that fails during this warranty period at no additional cost to customer. Labor to install such parts shall be provided by ARS at no cost additional cost to customer.

2.2 Standard Warranty w/ ARS T&M Repairs; Labor to Repair or Replace

ARS warrants that parts shall perform their original equipment manufacturer's designated function for a period of ninety (90) days from date of delivery by ARS. ARS shall, at its sole discretion, repair or provide replacement for any part that fails during this warranty period at no additional cost to customer. Labor to install such parts shall be provided by ARS at no cost additional cost to customer provided that location of customer is in an area serviced by ARS employee or contracted service representatives. For customers outside the area serviced by ARS employee or contracted service representatives, who wish to utilize ARS service representatives to install parts covered under this warranty, travel expense, at cost, shall be paid by the customer.

2.3 Standard Warranty w/ ARS SO's; Labor to Repair or Replace

ARS warrants that parts shall perform their original equipment manufacturer's designated function for a period of ninety (90) days from date of delivery by ARS. ARS shall, at its sole discretion, repair or provide replacement for any part that fails during this warranty period at no additional cost to customer. Labor to install such parts shall be the responsibility of the customer.

SECTION 3. VOIDING OF WARRANTY OR LOSS OF COVERAGE

The warranty set forth herein shall not apply in any of the following conditions:

- 3.1 Any condition or problem resulting from or occurring during operation of the equipment without complying with the instructions and warnings in any Operator's Manual applicable to the equipment.
- 3.2 Problems related to environmental conditions beyond the control of ARS.
- 3.3 Repairs necessary as the result of abuse, neglect, incorrect repairs or adjustments, or inadequate maintenance by other than ARS.
- 3.4 Problems related to improper building services.
- 3.5 Transfer of the equipment ownership to others.

- 3.6 Damage caused by others including that occurring during shipment, storage or installation.
- 3.7 Problems resulting from caustic or corrosive materials which come in direct contact with any surfaces of the equipment.

SECTION 4. CERTAIN LIMITATIONS OF WARRANTY

4.1 No Warranty of Expendable Parts Subsequent to Installation

Parts that are normally regarded as expendable (and the labor to install them) are not covered under this warranty once they have been installed. By way of illustration and not by way of limitation, some parts considered expendable are seals, gaskets, lubricants, filters (gas and liquid), solenoid kits and bulbs.

4.2 No Special, Indirect or Consequential Damages

The sole responsibility of ARS under this warranty shall be limited to repair or replacement of the parts thereof as provided in Section 1 hereof. ARS SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OWING TO FAILURE OF ANY PART HEREOF.

4.3 NO WARRANTY OF FITNESS OR MERCHANTABILITY

ARS MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND MAKES NO OTHER WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

4.4 Representatives of ARS Can Not Make Other Warranties

No agent of ARS is authorized to make any oral warranty or to make any written warranty other than as specifically provided herein.