Patton's Medical Pipeline Equipment Warranty

Patton's Medical warrants the Medical Gas Pipeline Equipment to be free of defects in material and workmanship under normal use for a period of twenty-four months from date of shipment or twelve months from the date of start-up, whichever occurs first. Patton's Medical will repair replace any part or component, at their sole discretion, which is proven to be defective in either material or workmanship.

This warranty does not apply to products that are damaged by external causes, or are improperly warehoused, used, installed, serviced, misapplied or maintained by the customer. Installation of user replaceable items will be the user's responsibility. The sole liability for **Patton's Medical** under this warranty is limited to repairing, replacing, or crediting, at its election, any such products provided that:

- **Patton's Medical** is notified promptly within the warranty period above of any warranty claim.
- The examination of such items by an authorized representative of **Patton's Medical** will disclose to their reasonable satisfaction that claimed products defect has not been caused by misuse, neglect, improper handling, installation, repair, alteration, or accidents. .
- The user will be required to issue a purchase order for replacement items. Upon receipt and inspection of defective items, **Patton's Medical** will determine if a credit is due and if so determined will issue credit in the amount equal to the replacement parts.

Product modification performed by the customer without prior written approval by **Patton's Medical** will invalidate the above warranty.

This warranty is given in lieu of all other warranties, expressed or implied, including implied warranties of fitness for a particular purpose and merchantability. In no event shall Patton's Medical be liable for damages in excess of the value of the defective product or part, nor shall Patton's Medical be liable for any indirect, special or consequential damages, loss of profits of any kind, or for loss of use of the products.

Patton's Medical shall not be liable to the customer for any claims, loss of damage of any kind whatsoever arising from the nonperformance of **Patton's Medical** of any part of this agreement occasioned by acts of God, fire, war, labor difficulties, governmental regulations, or action of government. **Patton's Medical** shall not be liable to the customer for any other cause, whether of a similar or dissimilar nature beyond its reasonable control.