

SINGER LIMITED WARRANTY

This limited warranty replaces and supersedes all other warranties previously given. All products (the "**Products**") manufactured by Singer a Mueller Brand ("**Singer**") are warranted for **THREE YEARS** (the "**Warranty Period**") from date of purchase (as confirmed by invoice) against manufacturing defects in material and workmanship which develop in the service for which the Products are designed, provided the Products were installed and used in accordance with all applicable instructions and limitations issued by Singer. Singer will, at its sole discretion, repair or replace defective material, free of charge, if returned to Singer's factory, transportation charges prepaid, provided that, after Singer's inspection and review, the material is found to have been defective at time of shipment to the Purchaser. Singer is not under any circumstances liable in any respect for any defective Products beyond the Warranty Period.

This warranty is conditional upon the Purchaser giving Singer immediate written notice of discovery of the defect.

Repairs or parts replaced under this warranty are warranted only throughout the remainder of the Warranty Period.

This warranty is in the nature of liquidated damages to which the Purchaser might otherwise be entitled at law or in equity. The Purchaser hereby agrees that, in lieu of any action for fundamental breach of contract or breach of a fundamental term of acontract, it will rely solely on this warranty.

This warranty does not apply to any Product modified or changed in design or function after shipment to the Purchaser, nor to components which are subject to the warranty conditions of another manufacturer. Electronic components used by Singer, manufactured by others, are warranted by their manufacturer for **ONE YEAR** from date of purchase.

Singer is not under any circumstances, including without limitation, any default, negligence or breach of whatsoever nature bySinger, liable, whether during the Warranty Period or after the Warranty Period, for any claims for labour, installation costs, damages or other special or consequential damages including, but not limited to, loss of revenue or profits, or any other expenses incurred by reason of any Products found to be defective. Singer is not liable for any incidental or consequential loss, damages or expenses (including loss of use) caused by any defects in the Product, by repair of it or arising directly or indirectly from its use. Singer is not liable for any damage or charge for labour or expense in making unauthorized repairs or adjustments to any Product. Singer is not liable for any damage or charges sustained in the adaptation or use of its engineering data and services.

This warranty does not apply if the Product has been altered or repaired by others. Singer will make no allowances or credit for such repairs or alterations unless first authorized in writing by Singer.

No representative of Singer has authority to change any of the foregoing terms or to assume on behalf of Singer any additional liability or responsibility in connection with any Product.

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