



Krowne Metal Corp.  
100 Haul Road  
Wayne, NJ 07047

## Krowne Metal Corporation Standard Warranty and Limitation of Liability

This Standard Warranty and Limitation of Liability (the “Warranty”) sets forth the warranty provided by Krowne Metal Corporation (hereinafter “Krowne”) with respect to the product purchased by Purchaser (the “Equipment”). By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Warranty. Equipment covered by the Warranty shall only be warranted in connection with its original installation only.

KROWNE WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE EQUIPMENT.

| Product Description                                                                                                    | Warranty Period                  |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Diamond Series Plumbing                                                                                                | Lifetime                         |
| Royal Series Plumbing (including electronic faucets)                                                                   | 3 years                          |
| Silver Series Plumbing                                                                                                 | 1 year                           |
| Krowne Metal Corporation Sinks                                                                                         | 1 year                           |
| Royal Series Underbar                                                                                                  | 1 year                           |
| Silver Series Underbar                                                                                                 | 1 year                           |
| Refrigeration <i>includes draft beer coolers, bottle coolers, mug frosters, back bar refrigeration</i> — Parts & Labor | 1 year                           |
| Refrigeration <i>includes keg coolers, bottle coolers, mug frosters, back bar refrigeration</i> — Compressor           | 5 years – does not include labor |
| Glass washers                                                                                                          | 1 year – parts & labor           |
| Gas Hoses                                                                                                              | Lifetime                         |

### 1. Warranty Coverage.

- a. Subject to the conditions and exclusions set forth below, including, with respect to Diamond Series Plumbing, Purchaser’s completion and delivery to Krowne of a warranty registration card or online Warranty registration, Krowne warrants to Purchaser that (i) Krowne holds and will pass marketable title to the goods sold hereunder, and (ii) the goods sold hereunder will be free from defects in materials and workmanship (subject to tolerances and variances permitted by the trade hereunder) for the applicable Warranty Period, as listed above (the “Warranty Period”).
- b. Krowne’s obligation under this Warranty is limited to, at Krowne’s option, replacing or repairing, any Equipment or part thereof that is found by Krowne not to conform to the Equipment’s specifications. Krowne shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during Krowne’s regular working hours.



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- c. Krowne shall pay transportation charges for the return of any defective portion of the Equipment. If returned Equipment is repaired or replaced under the terms of this Warranty, Krowne will prepay transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the Equipment back to the Purchaser. All returns must be pre-approved by Krowne before shipment. Krowne shall not be obligated to pay freight for any unapproved return.
- d. Any replacement parts or Equipment will be new, comparable in function and performance to the original part of Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Krowne does not extend this Warranty Period.
- e. With regard to the Equipment, a defect shall refer to a variance from the design specifications that prohibit the Equipment from operating for its intended use. The Warranty provided by Krowne does not impose any duty or liability upon Krowne for degradation that occurs in the normal course over time, or due to improper installation of the Equipment by Purchaser or their representative.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, KROWNE UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE EQUIPMENT OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH PURCHASER MAY BE BUYING THE EQUIPMENT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

## **2. Exclusion from Warranty Coverage**

The Warranty provided by Krowne does not impose any duty or liability upon Krowne for:

- a. Any damage occurring, at any time, during shipping of Equipment unless otherwise provided for in the Agreement. When returning Equipment to Krowne for repair or replacement, Purchaser assumes all risk of loss or damage, and agrees to use any shipping containers that might be provided by Krowne and to ship the Equipment in the manner prescribed by Krowne;
- b. Damage caused by the failure to provide a continuously suitable environment, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;
- c. Damage caused by the unauthorized installation, adjustment, repair or service of the Equipment by anyone other than Krowne or Krowne's expressly authorized designee;



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- d. Damage caused by fire, flood, earthquake, water, severe wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Krowne's reasonable control;
- e. Failure to adjust, repair or replace any item of Equipment if it would be impractical for Krowne personnel to do so because of connection of the Equipment by mechanical or electrical means to another device not supplied by Krowne, or the existence of general environmental conditions at the site that pose a danger to Krowne personnel;
- f. Any statements made about the product by salesmen, dealers, distributors or agents, unless such statements are in a written document signed by an officer of Krowne. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by Purchaser and are not part of the contract of sale;
- g. Any damage arising from the use of Krowne products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Krowne; or
- h. Any performance of preventive maintenance.

### **3. Purchaser's Inspection Upon Receipt of Equipment**

All Equipment shall be carefully inspected by Purchaser upon receipt, be installed by persons who are trained and certified professionals with respect to such installations, and be installed, used, repaired and maintained by Purchaser in accordance with all applicable local laws, codes and regulations.

### **4. Lifetime Warranty Products**

The Lifetime Warranty for the Krowne Metal Corporation Gas Hose ("Gas Hose") is valid solely for the lifetime and duration of the Equipment to which the Gas Hose is connected for operation (the "Lifetime Warranty"). For the avoidance of doubt, the Lifetime Warranty shall be deemed expired on the same Warranty Period expiration date applicable to the Equipment to which the Gas Hose is connected.

### **5. Limitation of Liability**

In no event shall Krowne (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the Equipment or otherwise, including, without limitation, to damages for lost profits, cost of substitute or replacement Equipment, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Krowne has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort or statutory duty, principles of indemnity or contribution, or otherwise.

In no event shall Krowne be liable to Purchaser or any other party for loss, damage, or



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injury of any kind or nature arising out of or in connection with this Warranty in excess of the purchase price of the Equipment actually delivered to and paid for by the Purchaser. The Purchaser's remedy in any dispute under this Warranty shall be ultimately limited to the Purchase Price of the Equipment to the extent the Purchase Price has been paid.

#### **6. Assignment of Rights**

The Warranty contained herein extends only to the original Purchaser of the Equipment and no attempt to extend the Warranty to any subsequent user or transferee of the Equipment shall be valid or enforceable without the express written consent of Krowne. Any attempt by Purchaser to assign this Warranty shall render the Warranty, but not any disclaimers or limitations, void, and the goods shall be sold AS IS.

#### **7. Component Pass Through Warranty**

Except as provided herein, although Krowne does not warrant components, it will pass through any warranties received by third-party component suppliers, to the extent permitted by the terms and conditions of such warranties.

#### **8. Notice and Time of Claims.**

Purchaser shall make any claim for loss or damage to Equipment sustained during shipment within five (5) days of receipt of such Equipment.

#### **9. Dispute Resolution**

Any dispute between the parties will be resolved exclusively and finally by arbitration and conducted under the assigned arbitrator rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Essex County, New Jersey. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

#### **10. Governing Law**

Both parties consent to the application of the laws of the State of New Jersey to govern, interpret, and enforce all of Purchaser and Krowne's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles. In no event shall the rights and obligations of the parties under this warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980.