

CULTEC Limited Warranty

When properly installed, registered, and operated under normal conditions of use, ADS Ventures, Inc. (hereinafter the "Manufacturer") warrants that Cultec products ("Products") will be free from defects in material and workmanship for a period of one (1) year from the date of purchase through the first anniversary thereof (the "Limited Warranty period"). To obtain performance under this Limited Warranty, Manufacturer must be provided with written notice of any defect promptly (in no case later than sixty (60) days after initial discovery AND prior to the end of the Limited Warranty period), with such notice sent to warranty@cultec.com. A copy of the purchase receipt for the product and documentation supporting any claim under this Limited warranty must be included with such notice. Failure to promptly submit notice of defect, documentation of the defect, **and** the purchase receipt will void the Limited Warranty. Manufacturer shall not be responsible for any freight charges incurred in connection with this Limited Warranty. A fee may be incurred when Manufacturer (in its sole discretion) deems it necessary for a Manufacturer representative to visit a product installation site.

This Limited Warranty does not apply to any products or parts not supplied by Manufacturer. The Limited Warranty does not extend to any goods or parts which have been damaged prior to installation, subjected to misuse, damaged by lack of maintenance, improper installation, neglect, damaged by accident, or damaged by being crushed by heavy equipment weighing in excess of the rated load carrying capacity of the product. This Limited Warranty also does not apply to shipping or in-transit damage.

THIS LIMITED WARRANTY DOES NOT APPLY TO PRODUCTS THAT HAVE NOT BEEN INSTALLED ACCORDING TO MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS. ANY PRODUCT DAMAGE OR FAILURE RESULTING FROM IMPROPER OR NEGLIGENT INSTALLATION IS SPECIFICALLY EXCLUDED FROM THIS WARRANTY AND SHALL REMAIN THE BUYER'S RESPONSIBILITY.

THIS WARRANTY APPLIES ONLY TO PRODUCTS PURCHASED IN NEW CONDITION FROM MANUFACTURER'S AUTHORIZED DEALER/DISTRIBUTOR. THIS EXPRESS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED, IMPLIED, OR STATUTORY, BY ANY LITERATURE, DATA, OR PERSON. MANUFACTURER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WITH RESPECT TO THE GOODS SOLD. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTIONS SET FORTH IN THIS LIMITED WARRANTY, NOTWITHSTANDING ANY KNOWLEDGE OF MANUFACTURER REGARDING THE USE OR USES INTENDED TO BE MADE OF GOODS, PROPOSED CHANGES OR ADDITIONS TO GOODS, OR ANY ASSISTANCE OR SUGGESTIONS THAT MAY HAVE BEEN MADE BY MANUFACTURER PERSONNEL. BUYER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF ANY PRODUCTS FOR BUYER'S USE OR RESALE, OR FOR INCORPORATING THEM INTO OBJECTS OR APPLICATIONS WHICH BUYER DESIGNS, ASSEMBLES, CONSTRUCTS OR MANUFACTURES.

MANUFACTURER WILL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO THOSE FOR USE OF ANY PRODUCTS, LOSS OF TIME, INCONVENIENCE, LOST PROFIT, LABOR CHARGES, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO PERSONS, BUSINESS, OR PROPERTY, WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS LIMITED WARRANTY, BUYER'S REMEDY AGAINST MANUFACTURER FOR GOODS SUPPLIED OR FOR NON-DELIVERED GOODS OR FAILURE TO FURNISH GOODS, WHETHER OR NOT BASED ON NEGLIGENCE, STRICT LIABILITY OR BREACH OF EXPRESS OR IMPLIED WARRANTY, IS LIMITED SOLELY, AT MANUFACTURER'S OPTION, TO REPLACEMENT OF OR CURE OF SUCH NONCONFORMING OR NON-DELIVERED GOODS OR RETURN OF THE PURCHASE PRICE FOR SUCH GOODS AND IN NO EVENT SHALL EXCEED THE PRICE OR CHARGE FOR SUCH GOODS. MANUFACTURER'S MAXIMUM LIABILITY UNDER THIS EXCLUSIVE REMEDY SHALL NEVER EXCEED THE COST OF THE SUBJECT PRODUCT. MANUFACTURER RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REFUND THE PURCHASE PRICE IN LIEU OF REPAIR OR REPLACEMENT.

Warranty Terms

- ADS Ventures, Inc.'s ("Manufacturer's") 1-Year Limited Warranty coverage applies only to new products purchased from a Manufacturer-Authorized Dealer/Distributor, and the 1-year Limited Warranty period commences on the date of purchase and runs through the first anniversary thereof.
- If warranty service is required, every effort will be made to replace covered product with identical model. However, Manufacturer reserves the right to make equal or better substitution as needed.

Disclaimer:

THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCTS OR PARTS NOT SUPPLIED BY MANUFACTURER. THE LIMITED WARRANTY DOES NOT EXTEND TO ANY GOODS OR PARTS WHICH HAVE BEEN DAMAGED PRIOR TO INSTALLATION, SUBJECTED TO MISUSE, DAMAGED BY LACK OF MAINTENANCE, IMPROPER INSTALLATION, NEGLIGENCE, DAMAGED BY ACCIDENT, OR DAMAGED BY BEING CRUSHED BY HEAVY EQUIPMENT WEIGHING IN EXCESS OF THE RATED LOAD CARRYING CAPACITY OF THE PRODUCT. THIS LIMITED WARRANTY ALSO DOES NOT APPLY TO SHIPPING OR IN-TRANSIT DAMAGE.

THIS LIMITED WARRANTY DOES NOT APPLY TO MANUFACTURER'S PRODUCTS THAT HAVE NOT BEEN INSTALLED ACCORDING TO MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS. ANY PRODUCT DAMAGE OR FAILURE RESULTING FROM IMPROPER OR NEGLIGENT INSTALLATION IS SPECIFICALLY EXCLUDED FROM THIS WARRANTY AND SHALL REMAIN THE BUYER'S RESPONSIBILITY.

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