

JAMSILL, INC. LIMITED WARRANTY

Limited Warranty Terms and Conditions

All products ("Products") sold by Jamsill, Inc. hereafter referred to as the "Company," are subject to this Limited Warranty.

Limited Warranty

The Company warrants that its Products, if properly stored and transported, will be free from defects in materials and workmanship for 90 days from the date of sale or until the product is installed, whichever date is earlier ("Warranty Period"). **THE PURCHASER SHALL EXAMINE ALL PRODUCTS FULLY UPON RECEIPT.** If a Company Product is found to be defective during the Warranty Period and the purchaser submits the written service request required herein, the Company will, at its option, replace the Product with a Product that is at least functionally equivalent or refund the purchase price.

Extent of Limited Warranty

The Company's obligation is limited to the replacement or refund referenced above. Purchaser is responsible for all other costs. Such costs may include, but are not limited to: shipping, delivery, handling and administrative charges for forwarding the Replacement Product to the purchaser.

Warranty Service

To obtain warranty service, the purchaser must submit a written service request to the Company at Jamsill, Inc., 465 Applegate Way, Ashland, Oregon, 97520. A written service request must include: (1) proof of purchase; (2) a copy of this Limited Warranty; and (3) an explanation of the problem.

Warranty Limitations and Exclusions

THE WARRANTY PERIOD ENDS 90 DAYS FROM THE DATE OF SALE OR UPON

INSTALLATION OF THE PRODUCT, WHICHEVER DATE IS EARLIER, AND THERE ARE NO WARRANTIES ON THE PRODUCT AFTER THE WARRANTY PERIOD.

THIS WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY MAKES NO EXPRESS WARRANTY BEYOND THAT STATED HERE. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on implied warranties, so the above limitation may not apply to you.

The use of any sample or model during the negotiations leading to the purchase of this Product serves merely to indicate a type of Product that will be tendered to the purchaser. These samples or models create no warranty that the Product will conform to the samples or models.

Limitations of Liability

THE COMPANY'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESSED, IS LIMITED TO REPLACEMENT, AS SET FORTH ABOVE. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. THE COMPANY IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWN TIME, AND ANY DAMAGE TO OR REPLACEMENT OF

EQUIPMENT AND PROPERTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Merger

THIS AGREEMENT CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY COMPANY'S AGENT THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN AGREEMENT SHALL BE GIVEN NO FORCE OR EFFECT.

Governing Law/Venue

This Limited Warranty shall in all respects be governed by the laws of the State of Oregon. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Limited Warranty shall be brought against any of the parties in Jackson County Circuit Court of the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.