JL INDUSTRIES CATO

WARRANTY CERTIFICATE

FIRE PROTECTION PRODUCTS

10/5/2023

Fire Protection Cabinets and Equipment

All fire protection products excluding extinguishers carry a one (1) year warranty from date of shipment against defects in materials and workmanship. We will replace or repair any product found defective within this period at our discretion. No other warranty, express or implied, is valid.

Fire Extinguishers

Seller warrants that the Goods delivered hereunder shall be of the kind described within this agreement and free from defects in material and workmanship under conditions of normal use for a period of six (6) years from date of shipment except for: CO^2 and Water/Water-based extinguishers (Saturn, Grenadier, Nebula) – which are warrantied for a period of five (5) years. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. Seller shall not be liable or responsible, however, for any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance. In addition, seller shall not be liable for any defects arising from alteration or modification, nor from consequential incidental damages. Any claim by Buyer with reference to the Goods for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give Seller an opportunity to investigate. In no event shall any obligation to pay or refund exceed the purchase price actually paid. Transportation charges for the return of Fire Extinguishers to Seller shall be prepaid by Buyer, unless otherwise agreed to in writing by Seller.

The forgoing warranty is exclusive and in lieu of all other warranties whether express or implied by Law. There is no implied warranty of merchantability or fitness for a particular purpose. In no event, whether as a result of a breach of contract, warranty, tort (including negligence) or strict liability, shall Seller be liable for any punitive, special, incidental or consequential damages including, but not limited to, loss of profit, loss of use of the goods or other property equipment, damage to other property, cost of capital, cost of substitute goods, downtime, or the claims of the Buyer's customer for any of the aforesaid damages. Seller shall not be liable for and Buyer agrees to defend and indemnify Seller against all claims of losses (including Attorney's fees) including personal injury, property damage or other liability, resulting in whole or in part from (1) the negligence of Buyer or its customers; (2) Buyer's or its customer's misuse, damage, alteration or modification of Seller's goods; (3) Buyer's or its customer's use of the goods in any product or system designed, manufactured or sold by Buyer or its customers; or (4) Any breach of this agreement; provided, however, that Buyer shall have no obligation to indemnify Seller for claims or losses that arise solely from the negligence or misconduct of Seller.

Manufacturer's warranty, terms and conditions apply in all cases.