SOLTEC EQUIPMENT – 12 MONTH LIMITED WARRANTY

Procedure

Call <u>1-888-801-2507</u> for any product questions of warranty claims, or email sales@soltecproducts.com

ACEL, LLC warrants to the original end-user purchaser ("Purchaser") of the equipment purchased ("Unit"), for a period of 1 year from the date of first sale ("Invoice Date"), that the Unit is free from defects in material and workmanship under normal use and service.

This Limited Warranty is made only to the Purchaser and is not transferable under any circumstances.

The sole responsibility of ACEL, LLC under this Limited Warranty shall be to provide at "no charge" the labor to diagnose an equipment failure and to install replacement parts for any defective parts during the first twelve (12) months after a Unit is first sold to Purchaser.

This Limited Warranty does not extend to any damage caused by accident, alteration or other improper use, user's negligence, misuse, abuse, ordinary wear and tear, or use of any product in the Unit other than a product expressly intended to be used in association with the Unit's Operating Manual.

Any alteration of the Unit by anyone other than an ACEL-authorized trained equipment representative or approved service provider automatically renders this Limited Warranty null and void.

LIMITATION OF LIABILITY

Except as provided herein and notwithstanding anything else to the contrary, ACEL, LLC disclaim all warranties with respect to the Products, either of express or implied, including, but not limited to, implied warranties of merchantability, non-infringement of third-Party rights and fitness for a particular purpose. EACH PARTY'S ENTIRE LIABIITY FOR ANY CLAIM OF ANY KIND OF LOSS OR DAMAGE ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT SHALL BE LIMITED TO ACTUAL AND PROVABLE DAMAGES UP TO THE AMOUNTS OF MONEY PAID HEREUNDER IN CONNECTION AND THAT DIRECTLY RESULTS FROM THE PARTY'S CLAIM, AND IN NO EVENT, SHALL EITHER PARTY'S ENTIRE LIABILITY EXCEED ANY AMOUNS PAID HEREUNDER (OR THE COST OF REPLACEMENT, WHICHEVER IS LESS) FOR THE PRODUCTS, AND NO OTHER DAMAGES ARE AVAILABLE. EXCEPT WHERE OTHERWISE RECITED, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF THIS AGREEMENT, BREACH OF WARRANTY OR ANY ACT OF NEGLIGENCE OR ANY OTHER CLAIMS MADE IN CONNECTION WITH THIS AGREEMENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ASSOCIATED WITH OR ARISING FROM LOSS OF PROFIT OR REVENUES. SOME STATES DO NOT ALLOW SUCH LIMITATION, AND IN THAT EVENT THIS SECTION SHALL BE MODIFIED TO COMPORT WITH THAT PARTICULAR STATE'S REGULATORY STATUTE.