

Warranty

Air Options, Inc. (AOI) warrants for a period of 1 year only from the date of purchase that the Portable Series (PS) Compressed Air Dryer shall be free of defects in materials and workmanship under normal use and service and provided the PS Compressed Air Dryer is used and maintained in accordance with instructions supplied by AOI. THIS IS AOI'S SOLE AND EXCLUSIVE WARRANTY. THERE IS NO DESIGN OR PERFORMANCE WARRANTY OR ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED. Any descriptions of the equipment, drawings, specifications, and any samples, models, bulletins, or similar material used in connection with this sale are for the sole purpose of identifying the PS Compressed Air Dryer and are not to be construed as an express warranty that the PS Compressed Air Dryer will conform to such description. If a defect in materials or workmanship in the PS Compressed Air Dryer appears within 1 year from the date of purchase, Purchaser must give written notice of such defect to AOI within thirty days from the discovery thereof. After giving notice of the defect to AOI, Purchaser may return the PS Compressed Air Dryer to AOI and after the item has been returned, AOI will repair or, at its option, replace the PS Compressed Air Dryer. Repair or replacement of the defective PS Compressed Air Dryer by AOI shall be the Purchaser's sole and exclusive remedy, whether based upon warranty, contract or tort, including negligence or strict liability.

Limitation of Liability

All liability of AOI shall terminate 1 year from the date of purchase of the equipment. AOI shall in no event be liable for special, indirect, incidental or consequential damages. AOI's liability on any claim of any kind, including but not limited to negligence or strict liability, arising out of the sale of the PS Compressed Air Dryer, shall in no case exceed the price paid by Purchaser for the PS Compressed Air Dryer. This limitation of liability shall apply even if the remedy provided for in connection with AOI's warranty fails of its essential purpose. AOI disclaims all liability, whether in contract, tort, warranty, or otherwise, to any party other than Purchaser.

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