

Wade AMG, LLC

Warranty/Terms and Conditions

Updated: 12-20-16

WARRANTIES: Wade AMG, LLC (“WAMG”, “we,” “us,” “our”) provides the following warranties:

- a. WAMG warrants that all New Products will be subject to the original manufacturers’ warranties.
- b. WAMG warrants that all Pre-owned Products will be warrantied for 90-days, unless otherwise specified on your order.
- c. Warranty applies only to products purchased and used in the United States or Canada. For products purchased in, but used outside the United States or Canada, this warranty covers only services rendered within the United States or Canada and does not include shipping outside the United States or Canada.

The foregoing warranties are provided in lieu of any and all other warranties, express and/or implied. Except as expressly set forth herein, we make no warranty, express or implied (including without limitation, any and all warranties of suitability, merchantability, and/or fitness for any particular purpose), nor do We make any warranty against interference, infringement, that the product(s) is/are fit for your intended use, application or environment, or that any product is free from defects (latent or patent), and no such warranties shall be deemed to exist. Accordingly, you hereby waive any and all such warranties. We will not be responsible to You or to any third party for any liabilities, claims, injuries, losses, costs or damages arising from or associated with the use, any failure of, or any unknown defect in or with respect to, any of such products and/or their installation, transportation or storage (collectively, “Claims and Damages”). Your sole remedy for any failure of or with respect to any such products is repair or replacement as described above.

You will not be entitled to collect from us, and you expressly waive (both for yourself and for each of your parents, affiliates, subsidiaries, insurance companies and subrogees, and your/their respective successors, assign and customers), any and all such claims and damages, including without limitation, lost time, lost profits, costs of cover (obtaining replacement product(s) and/or performance from another source), property damage, incidental, consequential, special and/or punitive damages.

USE/SAFETY. You acknowledge that you have received, carefully reviewed and are satisfied with, the training, instructions, operating and user manuals, and other regarding the proper and safe transportation, use, maintenance, repair and storage of the products (“Instructions”) provided by the product’s original manufacturer (“OEM”) and/or us. You will use the product(s) only for the purpose(s) for which it/they was/were manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state,

and local laws, rules, and regulations. Use of the products for any purpose or in any manner other than as specified above or continued use of any product that is defective, damaged or malfunctioning, may result in injury to persons or property, or death. Accordingly, you agree to immediately discontinue use of any product found to be defective, in need of repair or maintenance, or otherwise not properly functioning.

INSPECTION OF PRODUCTS. You acknowledge that, upon your receipt of any product(s), you will immediately inspect the same and ensure that, as delivered to you, each such product is safe and in good operating condition and repair and otherwise in all ways acceptable to you. You acknowledge that you have selected the product(s) based on your determination that it/they is/are appropriate for your purposes, use, application and environment, and not based on any recommendation by us. Except as expressly set forth herein, each product is provided to you AS IS, WHERE IS and without any warranty by us as to its condition or appropriateness for Your purpose.

HOLD HARMLESS/INDEMNITY. You assume all risks associated with the possession, use, transportation and storage of the product(s). Accordingly, you hereby waive any and all liens and claims arising from or associated with, and agree to indemnify, defend and hold harmless WAMG, its parents, affiliates and subsidiaries, and their respective officers, directors, shareholders, agents employees, representatives, successors and assigns, from and against, any and all liabilities, claims damages, losses costs and expenses (including without limitation, attorney's fees, claims for bodily injury(ies) (including death), property damage, loss of time and/or inconvenience) arising in connection with such possession, use, transportation and/or storage, regardless of the cause and including any injuries and/or damages suffered by you, your employees and/or any third party(ies), except to the extent directly resulting from our intentional misconduct.

ASSIGNMENT. You may not assign any of your rights, remedies or obligations arising hereunder or in connection herewith.

DTPA WAIVER. I (the Customer) waive my rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of your own selection, you voluntarily consent to this waiver.

REFUNDS / CANCELLATIONS / EXCHANGES. Any orders placed and later cancelled by the purchaser will be subject to a 30% restocking fee. Electrical items, special orders or items shipped out of the USA or Canada, are not refundable. Returned items must be unused and in resalable condition. Refunds are issued within 30 days of equipment return. Freight charges will not be refunded. On all Returns, an RMA number must be received prior to returning any product. This may be obtained by contacting Our Customer Service Department. Purchaser may cancel their order only with the written consent of WAMG and the payment of reasonable and proper cancellation charges/restocking fees.

FINAL AGREEMENT This Order represents the complete and final agreement between you and us and cannot be modified by oral agreement. There are no oral or other representations, warranties or agreements not included in this order. You acknowledge that this order may be amended only in a writing, agreed upon by both you and us. This order will be governed by laws of the State of Texas, and proper venue for any and all legal actions seeking to interpret or enforce this order shall lie solely and exclusively in the courts located in Argyle, Texas. This order allocates the risk of injury or damage to persons or property arising from the products and the transportation, storage, or use thereof, between you and us.

PRICING WAMG reserves the right to correct any typographical errors. Although we make every effort possible to honor pricing for the duration of this publication, we reserve the right to make price adjustments in accordance with unknown price increases. We will notify you of any price increases prior to an order being executed.

PHOTOS All pictures and other similar representations may be intended for illustration only. The make, model, color, and date of manufacture of the item you order may vary

INSTALLATION does not include installation, the installation of electrical, carpentry work, or cabling, unless specified on your order. Additional parts/material required to install, connect, and/or disconnect equipment, may be charged to the purchaser.

WAMG equipment is shipped FOB: **Argyle, Texas or Shipping Point**. WAMG shall not be liable for failure or delays in delivery or performance due to causes beyond its reasonable control including without limitation, delays in manufacture or transportation, acts of purchaser or others acting for or on behalf of purchaser, strikes or other labor difficulties, government controls or actions, acts of God or other casualties. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost because of the delay.

INSTALLERS - All installations must be performed by a certified/qualified technician or your equipment warranty may be void. All equipment must be installed in accordance within your individual state's regulations.