

D-SCALER WARRANTY

All new D-Scaler systems manufactured by Mokon are guaranteed to be free from defective material or workmanship for one (1) year from the date of purchase. Mokon's obligation under the WARRANTY SHALL BE LIMITED, TO THE ORIGINAL CUSTOMER, TO REPAIR OR REPLACE DEFECTIVE PART(S) OF THE SYSTEM, UPON CUSTOMER COMPLIANCE WITH THE INSTRUCTIONS CONTAINED HEREIN. Upon discovery of any alleged defect, it is the responsibility of the customer to contact the Mokon service department with the complete model number, serial number and the date of purchase. Mokon's obligation under this warranty is limited to make good, from or at its factory, any parts which are returned to the company (prepaid) and deemed to defective, within the time frame of the warranty. The customer also has the option of forwarding the system to Mokon (Buffalo, NY), prepaid by the customer and with a return authorization from Mokon for inspection and component replacement or repair (if non warranty) or to have a Mokon service technician come to its facilities (based on availability) if it issues a purchase order agreeing to pay for all reasonable labor time, transportation, food and lodging costs if the problem is not covered by this warranty. Repair and replacement in any manner provided above shall constitute a fulfillment of all liabilities of Mokon concerning the quality of the D-Scaler system.

No allowances, credits or reimbursements will be made for any replacement or repair made or provided for by the customer unless authorized in advance, in writing, by Mokon.

Failure to flush the system will void the above warranty! Failure to add supply water during the flushing of the system will also void the above warranty!

Mokon's products are not guaranteed against damage caused by corrosion.

The warranty set forth above is in lieu of any and all other warranties expressed or implied including warranties of merchantability and fitness for a particular purpose. Mokon shall in no event be liable for any consequential damages or for any breach of warranty in an amount exceeding the original price.

Important Notice

All statements, technical information, and recommendations related to Mokon products are based on information believed to be reliable, however, the accuracy or completeness is not guaranteed. Before using any Mokon product you must evaluate it and determine if it is suitable for your intended application. You assume all risks and liability associated with such use. Any statements related to the product which are not contained in Mokon current publications, or any contrary statements contained on your purchase order shall have no force or effect unless expressly agreed upon, in writing, by an authorized officer of Mokon.

Indemnification for Supply Agreement / Hold Harmless Agreement

Indemnification the customer acknowledges that Mokon has no control over, and is not responsible for the manner in which the Product(s) will be used or otherwise dealt with by the customer.

The Customer hereby indemnifies and holds harmless from and against any and all claims, demands, actions, causes of action, penalties, fines, and liabilities (including the cost of defense, settlement, and reasonable attorneys' fees) by or to third parties that are held responsible for or become obligated to pay to such third party(ies), in whole or in part, arising from or associated with:

- (a) The negligent act or omission or willful or intentional misconduct of the customer, or any person or entity under its control (including its employees, agents, and representatives).
- (b) A breach of this agreement.
- (c) The failure to comply with any and all applicable federal, state, or local laws, statues, regulations, rules, or ordinances (including, without limitation, creation and distribution of any MSDS).
- (d) The use or operation of products provided, however, that the customer shall have no indemnification obligation to the extent such claims was due to the negligent acts or omissions of Mokon.

Limitation of Liabilities

In no event shall either party be liable to the other party for any indirect, special or consequential damages or lost profits, arising out of or related to this agreement or the performance or breach hereof, even if such other party has been advised of the possibility thereof.