Stainout System Limited Warranty Policy

Stainout System endeavors to provide high quality products and product support to it's customers and therefore backs up all of it's new product purchases from Stainout System, or any authorized Stainout System distributor with this limited warranty. Stainout System warranties against all manufacturers' defects, defects in workmanship, and defects in material only.

This limited warranty begins on the date of the customer purchase and is valid and available to the original purchaser only.

However, other than set forth herein, Stainout System gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness, infringement, or other matter, of any goods which Stainout System shall supply. There are no warranties which extend beyond the description on the face hereof. Stainout System shall in no way be responsible for the proper use and application of the goods. Stainout System neither assumes nor authorizes any other person to assume for Stainout System any other liability in connection with the sale of Stainout System goods. This limited warranty policy may be changed or withdrawn by Stainout System at any time without notice.

THE PRODUCTS SOLD BY STAINOUT SYSTEM ARE NOT DESIGNED OR INTENDED FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. The capacity, output, and other features of products sold by Stainout System are designed specifically for commercial, industrial, or institutional use by adult persons knowledgeable of the proper setting, a failure to operate at appropriate power levels or to properly serve the energy requirements of a product may cause damage to the product. Many of the products use water and / or solutions in conjunction with heat and / or pressure which, if misapplied or improperly used, can damage the product itself, or the operator. Because Stainout System does not warrant any product that evidences misapplication, abuse, negligence in use or care, or abnormal use, you are advised not to use these products without appropriate training or operational knowledge.

90-DAY WEAR PARTS LIMITED WARRANTY

Stainout System will replace all wear parts for 90 days from the date of original purchase of new equipment. Wear parts are items which wear out as a result of usage or the passage of time and are consumed despite attempts to maintain them, such as gaskets, wheels, brass, cords, wires, electrical terminals, hoses, switches, filters, bearings, O-rings, or other parts deemed wear items in Stainout System's sole discretion. This warranty covers the cost of replacement only and does not cover shipping or labor costs.

1-YEAR MAJOR COMPONENTS WARRANTY

Stainout System warrants that major components such as pumps and batteries are covered for a One (1) year limited warranty from the date of original purchase on new equipment. This warranty does not apply and is void if there is water damage, freezing, chemical build-up, chemical damage, or evidence of abuse, neglect or tampering. This warranty covers the cost of replacement only, and does not cover shipping or labor costs. This warranty only applies to defects in workmanship and materials as determined by the manufacturer and covers the cost of replacement and labor by a Stainout System authorized distributor.

10-YEAR LIMITED HOUSING WARRANTY

Stainout System warrants that all rotationally molded housing and tanks will be free from manufacturing defects, defects in workmanship, and defects in material for ten (10) years from the date of original purchase. This warranty does not apply and is void if there is evidence of abuse or neglect. This warranty covers the cost of replacement only and does not cover shipping or labor costs.

LIMITATION OF DAMAGES

The remedy of replacement or repair of any defective goods shall be the exclusive remedy under any warranty made by Stainout System, whether express or implied. In no event shall Stainout System be liable for any incidental or consequential damages, property damages, or personal injuries.

All limited warranties are void for, and Stainout System does not warrant in any way, any product that evidences misapplication, improper installation, abuse, lack of maintenance, negligence in use or care, abnormal use, alteration of design, use of incompatible or corrosive chemicals, use in a rental service, and/or servicing, installaiton of parts or repairs by anyone other than Stainout System or a Stainout System authorized distributor. Stainout System may make changes in products it manufacturers and markets at any time; these changes are made without obligation to change, retrofit, or upgrade any product previously sold or manufactured.

Stainout System has no obligation to honor the limited warranties set forth herein unless the original purchaser, promptly upon discovering the warranty claim and prior to continuing to use the product, contacts Stainout System or a Stainout System authorized distributor or service center to describe the claim and to receive and follow instructions for documenting and resolving the claim. In addition, the purchaser must provide the product to which the claim applies to Stainout System or a Stainout System authorized distributor or service center for a thorough inspection. Stainout System does not warrant or honor work not performed by an authorized distributor.

LIMITATION OF DAMAGES (CONTINUED)

If any provision or portion of this limited warranty policy is found to be unenforceable, then the remaining provisions and portions shall remain valid and enforceable. If any provision or portion of this limited warranty policy is found to be limited by law, then that provision or portion shall be construed to make it effective within the bounds of law. For example, if there are legal limitations on the duration of warranties, the warranties made herein shall be construed to have the minimum duration required by law, or, if there are legal limitations of exclusion of remedies, the exclusions made herein shall be construed to apply to the fullest extent possible without violating the law.

The validity, constuction and performance of this warranty policy shall be governed by the laws of the State of California, without respect to conflicts of laws principles. The exclusive jurisdiction of any legal action arising from or related to this warranty policy shall be in the State of California and no legal action shall be commenced elsewhere.