



LIMITED WARRANTY STATEMENT

1 (one) Year

Tor Rey Electronics, Inc. (hereafter "Tor Rey") warrants to the original purchaser of every new Tor Rey electronic scale (hereafter "Unit") that the Unit is free from defects in material or workmanship. The Unit is a commercial Unit intended for use only personnel who have familiarized themselves with the operating instructions accompanying the Unit. Buyer assumes any and all responsibility for assuring that the Unit is used only by such personnel and that the Unit is used in conformance with Tor Rey's instructions.

This limited Warranty is enforceable only by the original purchaser of the Unit from an authorized Tor Rey distributor/dealer and may not be enforced by any subsequent purchaser. Further, this limited warranty only covers defects in material or workmanship that arise (1) after proper installation and start-up in accordance with the instruction packet supplied by Tor Rey with the Unit (2) if proper maintenance is performed as specified by Tor Rey in its instruction packet and (3) as long as the Unit is subjected only to normal and proper use as provided for in the instruction packet.

Tor Rey's obligation under this warranty is limited to a period of one (1) year from the date of original purchase or fifteen (15) months after shipment date from Tor Rey to distributor, whichever occurs first.

WARRANTY CLAIM

A Returned Material Authorization (RMA) number must accompany all returned goods. This authorization is obtained by calling Technical Service at 1-800-867-7391. All transportation costs on authorized returns must be prepaid. Authorized replacement parts sent to receipt and evaluation of merchandise being returned will be invoiced in full. Credit will be issued only after the returned part is received and evaluated by factory personnel. Tor Rey is not responsible under this warranty for Units without the Buyer first obtaining proper authorization.

All claims should include: model number of the unit, the serial number of the cabinet, proof of purchase, and all pertinent information supporting the existence of the alleged defect.

WHAT IS NOT COVERED BY THIS WARRANTY

THIS EXPRESS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY TOR REY REGARDING THE UNIT AT ISSUE. ALL OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

As provided above, Tor Rey's sole obligation under this warranty is limited to either repair or replace parts or unit at Tor Rey's discretion, subject to the additional limitations below.

This warranty neither assumes nor authorizes any person to assume obligation other than those expressly covered by this warranty.

- **WEAR PARTS:** This warranty does not cover wear parts, which due to the nature of the machine, have limited usable life and must be replaced on a use and were basis.
- **PERIODIC MAINTENANCE:** Periodic Maintenance of the equipment including, but not limited to, weight checks or recalibration after local weights and measure department has approved scaled for use (30 days from purchase date), damage to load cell, lost parts, misuse and abuse, adjustments, label jam, water damage, improper installation, and normal wear are not covered under this warranty.
- **NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES:** Tor Rey is nor responsible for any economic loss, including but not limited to: special, incidental or consequential damages (see Limitation of Liability section) whether on account of scale failure.
- **WARRANTY IS NOT TRANSFERABLE:** This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, express or implied, including any warranty or merchantability or fitness for a particular purpose.

- **IMPROPER USAGE:** Tor Rey assumes no liability for parts or labor coverage for component failure or other damages resulting from improper usage or installation or failure to clean and/or maintain Unit as set forth in the warranty packet provided with the Unit.
- **ALTERATION, NEGLECT, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD:** Tor Rey is not responsible for the repair or replacement of any parts that Tor Rey determines have been subjected after the date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood, or act of God.
- **PREVIOUS REPAIR:** Tor Rey shall not be responsible under this warranty if the Unit has been previously repaired by someone other than Tor Rey or Warrantor's authorized service personnel.
- **IMPROPER ELECTRICAL CONNECTIONS:** Tor Rey is not responsible for the repair or replacement of failed or damaged components resulting from electrical power failure, the use of extension cords, low voltage, voltage drops to the unit.
- **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE:** This warranty is exclusive and in lieu of all other warranties, including the implied warranty of merchantability and implied warranty of fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof.

REGULATORY LAWS AND/OR STANDARDS

The performance of the parties hereto is subject to the laws of the United States. The company takes reasonable steps to keep its Units in conformity with various nationally recognized standards and such regulations which may affect its Units. However, the company recognizes that its Units are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Tor Rey makes no promise or representation that its Unit will conform to any federal, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing as a part of the contract between The Buyer and Tor Rey. Tor Rey prices do not include the cost of any related inspections or permits or inspections fees.

OUTSIDE U.S. AND CANADA: this warranty does not apply to, and Tor Rey is not responsible for, any warranty claims made on Units sold or used outside the United States or Canada.

LIMITATION OF LIABILITY: Buyer's remedies set forth in this Limited Warranty are exclusive and Tor Rey's aggregate liability for any claim of any kind for any loss or damage resulting from, arising out of, or connected with the performance of the Unit or from the manufacture, sale, delivery, resale, repair or use of the Unit whether based on contract, statute, warranty, tort (including but not limited to negligence), fault, strict liability, indemnity, or otherwise shall in no event exceed the price allocable to the Unit which gave rise to the claim. In no event shall Tor Rey be liable to the Buyer for special, incidental or consequential damages of any kind or nature including, but not limited to: recovery of monetary damages, loss of profits or revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate at full capacity, cost of obtaining replacement equipment, cost of cover or cost to other damaged equipment or property, and repair, replacement, and/or restoration of any materials, equipment, property, or work furnished by anyone other than Tor Rey even if it is necessary to repair, replace, restore, remove, damage, and/or otherwise affect such materials, equipment, property, or work in order to complete repairs, replacement, and/or restoration of those furnished by Warrantor.

Tor Rey's limited liability under this Limited Warranty is valid and enforceable even if the limited remedy provided in the Limited Warranty is determined to have failed of its essential purpose.