WARRANTY AND GENERAL CONDITIONS
TACH-IT MODEL MINI-CON, MINI-CON S, MINI-CON R, MINI-CON L, MINI-CON L-80, MINI-CON ALR, MINI-CON C AND ALL OTHER MINI-CON MACHINERY:

THE WARRANTOR, BEN CLEMENTS AND SONS, INC. AND CLEMENTS INDUSTRIES, INC. WARRANTS TO THE ORIGINAL PURCHASER-USER, THE TACH-IT MODEL MINI-CON, MINI-CON S, MINI-CON R, MINI-CON L, MINI-CON L-80, MINI-CON ALR, MINI-CON C AND ALL OTHER MINI-CON LABEL APPLICATORS TO BE FREE FROM DEFECTS IN FACTORY MATERIALS FOR THE PERIOD OF 1 YEARS FROM THE DATE OF ORIGINAL PURCHASE OF THE MACHINE. THE WARRANTOR AGREES TO SUPPLY AT ITS OPTION SIMILAR PART OR PARTS OF SAID UNIT PROVED TO THE SATISFACTION OF THE WARRANTOR TO BE DEFECTIVE AT THE TIME THE MACHINE WAS SOLD. ANY REPLACEMENTS UNDER THIS 1 YEAR WARRANTY WILL BE WITHOUT COST FOR PARTS TO SAID ORIGINAL PURCHASER-USER, EXCEPT OF TRANSPORTATION AND LABOR CHARGES. BEFORE WARRANTOR SHALL SUPPLY ANY PART, THE PUCHASER-USER MUST SEND THE ALLEGEDLY DEFECTIVE PART OR PARTS TO WARRANTOR'S DESIGNATED FACTORY FREIGHT PREPAID AND SAID PART MUST BE PROVED DEFECTIVE TO WARRANTORS REASONABLE SATISFACTION. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED FOR SERVICE OR REPAIRS PERFORMED BY ANY PERSON OR PERSONS OTHER THAN THE WARRANTOR, UNLESS SPECIFICALLY AUTHORIZED BY THE WARRANTOR. SERVICE CALLS OR REPAIRS OTHER THAN THOSE COVERED BY THE CONDITIONS SET FORTH IN THIS WARRANTY WILL BE MADE AT THE EXPENSE OF THE PURCHASER-USER. ANY MODIFICATION OR USE OF THIS UNIT FOR PURPOSES NOT INTENDED VOIDS ANY AND ALL RESPONSIBILITY AND LIABILITY OF THE WARRANTOR.

GENERAL CONDITIONS:

BEN CLEMENTS AND SONS, INC. AND CLEMENTS INDUSTRIES, INC. SHALL NOT BE LIABLE FOR ANY DEFAULTS, DELAY, LOSS OF USE OR MARKET CAUSED BY ANY CONTINGENCY BEYOND WARRANTOR'S CONTROL INCLUDING; WAR, GOVERNMENTAL RESTRICTIONS OR RESTRAINTS, STRIKES, FIRES, VANDALISM, FLOOD, OR SHORT OR REDUCED SUPPLY OR RAW MATERIALS, ACTS OF GOD, NOR TO SPECIAL CHARGES FOR STATE SALES OR OTHER TAXES.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND RELEASES THE WARRANTOR FROM ALL OTHER OBLIGATIONS AND/OR LIABILITIES WHATSOEVER. IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THE WARRANTOR ANY OTHER LIABILITY IN CONNECTION WITH THE UNIT HEREIN IDENTIFIED. IT APPLIES ONLY WITHIN THE BOUNDARIES OF THE UNITED STATES OF AMERICA, ITS TERRITORIES AND POSSESSIONS, AND IT IS NOT ASSIGNABLE. ORIGINAL PURCHASER-USER SHALL MEAN ONLY SUCH PERSON, PERSONS, ASSOCIATIONS, OR CORPORATIONS FOR WHOM THE UNIT IDENTIFIED HEREIN IS ORIGINALLY PURCHASED OR INSTALLED.

THIS WARRANTY DOES NOT APPLY TO SETTINGS NEED TO BE MADE TO THE EQUIPMENT FOR PROPER USE, DAMAGE TO SAID UNIT OCCURRED IN TRANSIT, NOR DAMAGE CAUSED BY ALTERATIONS BY UNAUTHORIZED PERSONS, FIRE, ACCIDENTS, ACTS OF GOD, MISUSE OR ABUSE, USE OF IMPROPER LABELS OR BY ANY OTHER CAUSES WHATSOEVER OTHER THAN DEFECTS IN FACTORY WORKMANSHIP OR MATERIAL, NOR DAMAGE OR LOSS OF ANY PRODUCTS, REFRIGERANT, PROPERTY, NOR LOSS OF INCOME OR PROFITS DUE TO MALFUNCTIONING OF SAID UNIT, NOR TO TRANSPORTATION OR SPECIAL CHARGES FOR STATE SALES OR OTHER TAXES.

THIS WARRANTY IS NOT TRANSFERRABLE.