



Trapzilla® Sample Ports

Limited Warranty & Remedy

Thermaco, Inc. warrants to the original user that the products manufactured by it delivered with this warranty shall be free from material defects in workmanship and materials for a period of 12 months from the date of invoice to the distributor (if sold by an authorized Thermaco distributor) or the date of invoice to the purchaser (if sold directly by Thermaco, Inc.), but in no event longer than 15 months from date of shipment from Thermaco's production facility.

Any claim must be made in writing to Thermaco at 646 Greensboro Street, Asheboro, NC 27203 promptly after discovery of the defect and within the applicable warranty period. The product must be delivered, prepaid, to Thermaco, together with proof of purchase and a return authorization number issued by Thermaco. If Thermaco determines upon examination that the component is defective and that the warranty conditions are met, Thermaco's sole obligation under this warranty, and the purchaser's sole and exclusive remedy, is the repair or replacement, at Thermaco's option, of the defective component, including parts and labor. The replacement will be furnished F.O.B. point of shipment. If Thermaco determines that the component is not defective or that the other conditions of this warranty are not met, then any return of such part to the purchaser shall be at purchaser's cost.

This warranty shall not cover any defect in otherwise covered products resulting directly or indirectly from: (i) failure to properly install, operate or maintain the product in accordance with Thermaco's instructions and procedures, including, without limitation, or use that fails to comply with applicable laws, regulations or codes; (ii) damage in transit, handling or installation; (iii) modifications, adjustments, repairs, or alterations made by unauthorized persons; or (iv) other causes not arising out of defects in workmanship or materials. Thermaco shall not be responsible for damage to products resulting from, sewer line back-up, pumping or lift station failure, ambient water flow or other sources of water damage. This warranty does not cover equipment or parts not manufactured by Thermaco. Purchaser's costs relating to any service, adjustment, removal, repair, packing, or otherwise incurred with respect to the defect prior to submission for warranty are the responsibility of purchaser.

No distributor, sales person or other person is authorized to make any warranty statements on behalf of Thermaco regarding Thermaco products other than as set forth in this warranty. This statement of warranty supersedes any quote, brochure, or other statement or document with respect to warranty of Thermaco products.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERMACO, INC. MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, WHETHER OR NOT THERMACO HAD KNOWLEDGE OF PURCHASER'S PARTICULAR REQUIREMENTS OR NEEDS, OR WITH RESPECT TO ODOR GENERATION OR OTHER INCIDENTALS RELATING TO USE OF THE PRODUCT.

The sole and exclusive remedy with respect to this warranty any other claim relating to defects or any other condition or use of Thermaco products, however caused, and whether such claim is based upon warranty, contract, tort, strict liability or any other theory, is LIMITED to the repair or replacement of the product, excluding labor or any other cost to remove or install said the product or, at Thermaco's option, repayment of the purchase price. IN NO EVENT SHALL THERMACO, INC. BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THERMACO FOR ANY CAUSE OF ACTION RELATED TO THE PRODUCTS COVERED HEREBY EXCEED THE NET PURCHASE PRICE RECEIVED BY THERMACO FOR THE PRODUCTS. Any action or suit by purchaser against Thermaco relating to Thermaco products must be brought within one (1) year of the date of the invoices referenced above. The exclusions and limitations set forth herein are separate and independent from any remedies which purchaser may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose.