Warranty

WARRANTY, EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. InterMetro Industries Corporation (hereinafter referred to as "Seller") warrants to the original purchaser that all products in its catalog, or custom products, delivered hereunder will be free from defects in workmanship and material. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Warranty shall be for a period of one (1) year from the date of shipment from Seller's warehouse or factory. If any product delivered hereunder does not meet the Warranty specified above, providing the product has not been altered in any way by anyone other than Seller's factory-authorized representative, and assuming normal and proper use and maintenance, Seller will, at its option, repair or replace any part or material it determines, upon inspection, to be defective; provided however, that a charge for labor will be made except during a period of one (1) year from the date of original shipment from Seller's warehouse or factory. No product, or part thereof, is to be returned to Seller without prior written approval from Seller's factory. All exchanges and replacement shipments will be F.O.B. Seller's factory. Warranties for equipment or articles not manufactured by the Seller are solely the warranties of the manufacturers thereof and they are hereby assigned to the purchaser without recourse to the Seller.

SELLER'S LIABILITY FOR ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT, AND BY WHOMEVER MADE, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE OR INJURY, RESULTING TO THE PURCHASER OR ANY THIRD PARTIES, arising out of, connected with or resulting from this Agreement, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation, inspection, repair or use of any product covered by or furnished under this Agreement, WHETHER OR NOT CAUSED BY SELLER'S NEGLIGENCE, SHALL IN ALL EVENTS BE EXCLUSIVELY LIMITED TO THE COST OF CORRECTING DEFECTIVE, DAMAGED OR NON-CONFORMING PARTS OR MATERIAL AS HEREIN PROVIDED, and upon the expiration of one (1) year, all such liability shall terminate.

SELLER DOES NOT AUTHORIZE any person to assume for it any obligations or liabilities greater than or different than those set forth in this Warranty. The terms under which any of Seller's products may be resold must be limited in accordance with this Warranty.

THIS AGREEMENT, and all the rights and obligations arising hereunder, shall be construed in accordance with, and be governed by, the law of the Commonwealth of Pennsylvania, U.S.A.

TO INSURE WARRANTY implementation, return the completed registration card within 15 days of cabinets' receipt to: InterMetro Industries Corp., Wilkes-Barre, PA 18705

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InterMetro Industries Corporation
Wilkes-Barre, PA 18705

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For online warranty registration, please go to www.metro.com/service-support/thermal-cabinets to register electronically