

TWO YEAR LIMITED WARRANTY

Subject to the terms and conditions set forth below, Panelfold, Inc. warrants each new Moduflex[®] operable wall and accessory, each new PrimeSpacer[®] relocatable wall and accessory, and each new Scale/8[®], Scale/12[®], Sonicwal[®] and Fabricwal[®] folding partition and accessory to be free from defects in material and workmanship under normal use and service. Panelfold assumes no obligation to correct defects caused by improper installation or unreasonable use (including without limitation physical abuse or failure to provide reasonable and necessary maintenance). Panelfold's obligations under the warranty are limited to the repair or, at Panelfold's option, replacement, free of charge, of any defective part. This remedy is the purchaser's exclusive remedy for breach of warranty. Unless otherwise specifically agreed in writing by Panelfold, the duration of this warranty is two (2) years from the date of shipment from Panelfold. If the purchaser discovers within this period a defect in material or workmanship, it must promptly notify Panelfold in writing and must include a statement as to the nature of the asserted defect. In no event shall such notification be received by Panelfold later than 25 months from the date of shipment from Panelfold. Panelfold may, at its option, require that the defective part be returned to the factory at the address set forth below, correctly packaged or crated for safe shipment, and with transportation charges prepaid by the party returning the product. No product covered by the warranty may be returned to the factory without prior written authorization from the factory. Panelfold accepts no responsibility or liability for products returned without such authorization. Requests for such authorization and authorized return shipments should be addressed to: Panelfold, Inc., 10700 N.W. 36th Avenue, Miami, Florida 33167, and must include the name and address of the party to whom the repaired part is to be returned.

DISCLAIMER OF WARRANTY

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LIMITATION OF LIABILITY

THE LIABILITY OF PANELFOLD, IF ANY, AND ANY PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE PAID TO PANELFOLD FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL PANELFOLD BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BASED ON ANY LEGAL THEORY.

NO OTHER WARRANTY

NO PARTY OTHER THAN AN OFFICER OF PANELFOLD IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER WARRANTY ON BEHALF OF PANELFOLD, INC. ON THESE PRODUCTS.

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