

Sweet Home BioFuel's Product Warranty

Limited Warranty; Exclusions. Sweet Home warrants that, for a period of 12 months after the delivery date (the "Warranty Period"), the Equipment will be free of defects, allowing for reasonable manufacturing error, in materials and workmanship under normal use and maintenance conditions and will function in substantial conformity with Sweet Home's specifications. This warranty shall not apply to (and Sweet Home shall have no obligation with respect to) any alleged defect to the extent of (i) any alteration, addition, attachment to, or modification of the Equipment not authorized in advance in writing by Sweet Home that interferes with normal and satisfactory operation or maintenance; (ii) noncompliance with instructions for use or environmental specifications for the Equipment; (iii) use of any additive ingredients or accessories to the Equipment not supplied by Sweet Home; (iv) repair or maintenance of the Equipment by any party not authorized in advance in writing by Sweet Home; (v) neglect, misuse, accidents, failure of electrical power, air conditioning, humidity control, or other acts or conditions not within the reasonable control of Sweet Home; (vi) any defect in connection with which Buyer fails to notify Sweet Home of the defect within 30 days of the date the defect was or should have been discovered. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty shall not extend to anyone other than the original buyer of the equipment.

Disclaimer of other Warranties. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, SWEET HOME HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT RELATING TO USE OR PERFORMANCE OF THE EQUIPMENT.

Remedies; Limitations. In the event of a confirmed warranty failure, Sweet Home shall repair or replace, at its election, the nonconforming Equipment. To obtain warranty coverage, Buyer must notify Sweet Home of the defect within the Warranty Period and request service. If Sweet Home determines that the Equipment is defective, Sweet Home shall repair or replace the Equipment and return same to Buyer at Sweet Home's cost. In such event, the Warranty Period shall be extended by the period of time required to repair or replace the Equipment. Sweet Home's obligation for warranty corrections are limited solely to, at Sweet Home's option, either (i) the repair of such defective goods at Sweet Home's facility, or (ii) delivering replacement goods to the Buyer. Buyer agrees that the rights and remedies set forth in this section constitute the sole and exclusive remedies available to buyer or any other party against Sweet Home in connection with the equipment. If monetary damages are imposed on Sweet Home despite the limitation contained in the preceding sentence, Buyer agrees that under no circumstances shall Sweet Home's liability to buyer or any other party exceed the purchase price for the equipment. In no event shall Sweet Home be liable to buyer or any other party for any personal injury or property damage, loss of revenue or profit, failure to realize savings, expenditures for substitute goods or services, or other indirect, incidental, special or consequential damages, or punitive damages, however incurred, or other similar liabilities, whether arising in contract, tort, or otherwise, even if Sweet Home has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so one or more of the above limitations or exclusions may not apply to you.

Name _____

Date _____