

EXCLUSIVE THREE YEAR WARRANTY PROGRAM

Carts

Paragon International, division of GMI Industries, Inc., hereinafter referred to as the COMPANY, warrants the original purchaser, new popcorn carts manufactured by the COMPANY to be free from defects in material and workmanship under normal use and service from the date of original installation for three years.

COMPANY will repair or replace any defective part/s, when failure is experienced. (F.O.B. Nevada, Iowa USA)

The obligation of the COMPANY under this warranty is limited to the replacement of parts or assemblies that in the COMPANY's opinion are defective, F.O.B. the factory, or at such other location that the COMPANY may designate.

The foregoing warranty shall not apply to (1) any part or assembly that has been altered, changed, or modified; (2) any part or assembly that has been subject to abuse, neglect, misuse, or accidents; or (3) any cart that has been installed, operated and/or maintained inconsistent with the COMPANY's publications.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The liability of the COMPANY arising out of sale, use or operation of the COMPANY's parts or equipment, whether in warranty, contract, negligence or strict liability, including claims for special indirect or consequential damages, shall not in any event exceed the cost of furnishing a replacement for a defective part or assembly as hereinabove provided. Upon the expiration of the warranty period, as hereinabove provided, any such liability shall terminate. The foregoing warranty shall constitute the sole and exclusive liability of the COMPANY.

Within the terms of this warranty the term "Original Purchaser" is limited to the individual, company, or organization stated as the purchaser in warranty records of the COMPANY or an authorized reseller.

To secure prompt and continuing warranty service, the warranty registration card must be completed and sent to the COMPANY within five (5) days from the installation date.