

LIMITED EQUIPMENT WARRANTY

The Manufacturer warrants any component of part of the Jim Coleman Company Car Wash equipment to be free from defects in material and workmanship for a period of one year from date of shipment, with the exception of such parts as are commonly recognized to be subject to wear in normal usage, such as high pressure hoses, swivels, nozzles, safety shut off guns, etc., which are warranted for ninety (90) days. All electrical parts not manufactured by Jim Coleman Company are warranted to be free from defects in material and workmanship for a period of 90 days. Electrical motors shall be covered under manufacturer's warranty for a period of one year, unless otherwise specified. Jim Coleman Company electronic controls, such as timers, coin acceptors and computer monitoring equipment, carry a one-year warranty. Claims under this warranty must be asserted in writing within the one-year period covered by this warranty.

Any component or part alleged to be defective in material or workmanship shall, at option of Manufacturer be returned with shipping cost prepaid. If upon examination, such component or part is found to be defective in workmanship or materials, Manufacturer, at its option will either repair or replace such component or part and shall ship such repaired or replaced component or parts F.O.B. factory, Houston, Texas. The cost of such replacement or repair shall be the exclusive remedy for any breach of any warranty and Manufacturer shall not be liable to any person for consequential damages for injury or commercial loss resulting from any breach of any warranty. This warrant does not cover any labor installation cost, either with respect to the original equipment or with respect to the repaired or replaced component or part defective in workmanship or materials.

This warranty does not apply to components or parts which have been misused, altered, neglected, or not installed, adjusted, maintained, or used in accordance with applicable codes and ordinances and in accordance with Manufacturer's recommendations as to such factors.

This warranty is in lieu of all warranties, express or implied, of either Manufacturer or seller, and Manufacturer makes no warranty against infringement of the like, makes no warranty of merchantability, makes no warranty of fitness for a particular purpose, and makes no other warranty, express or implied, including implied warranty arising from course of dealing or usage of trade.