

## LIMITED WARRANTY

The Manufacturer warrants any component or part of the Jim Coleman Company in-bay touchless automatic car wash equipment to be free from defects in material and workmanship for a period of one (1) 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:

Spray Nozzles • Hoses and Belts • Bearings and Rollers

However, should any defects in material and/or workmanship appear within the first ninety (90) days of this one (1) year period, Jim Coleman Company shall, upon notification, correct such defects in materials and/or workmanship. Defects will be corrected at company's option, either by repairing defective equipment or parts or by replacing defective equipment or parts. During this first ninety (90) day period Jim Coleman Company or its distributor shall be responsible only for parts and labor and purchaser shall be responsible for any additional costs including freight, travel and reasonable living expenses if such costs are incurred by Jim Coleman Co. During the remainder of the one (1) year warranty period Jim Coleman Co. is responsible for the repair or replacement of warranted equipment or part, purchaser is responsible for freight costs and labor if incurred. Any and all equipment and/or parts returned to Jim Coleman Co. shall be accompanied by a Returned Goods Authorization and must include serial number of automatic unit in which equipment and/or parts returned to Jim Coleman co. shall be accompanied by a Returned Goods Authorization and must include serial number of automatic unit in which equipment and/or part was removed.

Components or equipment sold by Jim Coleman Co. but manufactured by others shall carry that manufacturers warranty which shall not be less than Jim Coleman Co. limited warranty.

The Jim Coleman Co. shall not be responsible for repairs, replacements, or adjustments to equipment or any costs of labor performed by purchaser or others without Jim Coleman Co.'s prior written approval. 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 Jim Coleman Co.'s recommendations as to such factors. Jim Coleman Co. does not warrant loss of income, should there be any, during such time repairs, replacements or adjustments are being made.

This warranty does not apply to damage resulting from improper operation or abuse, exceeding the rated capacities of the unit, running foreign particles or non related solutions through pump or valves using acidic solutions, improper installation or maintenance, operational neglect, neglect of manufacturers recommended maintenance, use of water containing solids in excess of twenty micros in diameter or 2000 PPM, customer strike damage, nuisance calls, or acts of God.

This warranty is in lieu of all warranties, express or implied, of either Jim Coleman Co. or seller, and Jim Coleman Co. 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 detailing or usage of trade.

Compliance with any local governmental laws or regulations relating to the location, use or operation of the equipment, its us in conjunction with other equipment, shall be the responsibility of the purchaser. The rights and obligations of the parties shall be governed by the state of Texas.