

# WARRANTY

## 10 Year Limited Warranty

ASHTON TECHNOLOGIES CORPORATION (The Company) warrants to the purchaser that, at its sole option, the Company will, for a period of ten (10) years from the purchase date, either repair or replace any HANEX (The Product) that is found to be defective free of charge, including labor, if it has been installed and maintained according to instructions, subject to the following terms. The replacement will be effected if the defect was not obvious at the time of installation and the defect has appeared within the first 10 years of use.

1. This warranty does not cover:
  - a) Minor conditions such as stains, scratches, water spots, burns or loss of shine (if glossy finish) which, due to HANEX's unique properties, may be corrected by techniques specified in the Care and Cleaning instructions available from the Company.
  - b) Defects caused by the failure to comply with HANEX Fabrication and Installation Guidelines or the Care and Cleaning Instructions or where the installation of material was made other than by a HANEX Authorized Fabricator/Installer acting in accordance with specifications set out in the HANEX Fabrication and Installation Guide in effect at the time of installation.
  - c) Costs of any repair or replacement not authorized by the Company.
  - d) Damage from heat generating appliances, user abuse, or any defects other than manufacturing defects.
  - e) Any materials for purposes other than normal interior use as counter surfaces, wall cladding and custom furniture or other uses as approved by the manufacturer.
  - f) Out of town charges as stipulated in the original contract. Out of town charges such as freight, crating, transportation, lodging, meal allowances will be charged accordingly.
  - g) Cost for the removal of scrap material or replacement of fixtures, hardware or decorative treatments (such as floor, wall or ceiling treatments) or the removal of plumbing or gas-fitting or fixtures or electrical wiring.
2. This warranty is voided by any unauthorized repairs.
3. This warranty is transferable.
4. The Company will exhaust all efforts to perform a repair. Replacement of damaged Product will only be done if and only if the Company deems the Product irreparable. The Company will not replace Product if it can be repaired.
5. Where the Company elects to repair, repairs shall be made as close to the original finish or color as reasonably possible, custom color match charges are at the expense of the purchaser and are not covered by this warranty.
6. This warranty is offered in conjunction with the warranty of the original Authorized Fabricator/Installer. In the event that this Authorized Fabricator/Installer is not available to provide the service required, the Company will not be responsible for any travel costs beyond those normally incurred, had the initial Authorized Fabricator/Installer been available. The Company reserves the option to supply the necessary materials and to pay labor costs directly to the purchaser based on the Company's warranty tariff rates in effect at that time.

This warranty shall not include loss of time, inconvenience, incidental expenses, or consequential damages. This warranty is in lieu of any other warranties, expressed or implied. This warranty service is available only by written notice to ASHTON TECHNOLOGIES or through the dealer from whom the Product was purchased. Notification must be accompanied by a copy of the original invoice and can only be authorized by ASHTON.

# HANEX