



ENVOLTZ, LLC
1001 M & O DRIVE
BOSSIER CITY, LA 71111

ENVOLTZ LIMITED WARRANTY

1. **PURPOSE:** Envoltz (“Seller”) warrants the original Buyer of its equipment is to be free of manufacturing defects. The equipment must be operated within the design specifications. The limited warranty does not cover normal wear and tear, nor does it cover any normal deterioration.
2. **LIMITED WARRANTY:** Seller guarantees that the equipment, when in good repair, properly adjusted, and in the hands of a competent operator, can perform as specified. Seller further provides the equipment to be free from defective material and workmanship defects and agrees to furnish free of charge any part or parts necessary to make good any defect directly traceable to a fault in material or workmanship of Seller, provided that the claim for any such defect is made within one (1) year after Seller’s original invoice and provided the defective part or parts are promptly returned to Seller’s factory. The decision as to replacement or repair of the equipment shall be solely that of Seller. Any deterioration in performance resulting from the wear and tear on the equipment is not covered by this warranty. Likewise, any misuse or use of the equipment outside the design scope of the equipment resulting in damage or failed performance is not a warranty issue.
3. **DAMAGES LIMITATION:** **Seller’s liability on any claim for loss or damage arising out of this limited warranty or from the performance or breach connected with the supplying of any equipment, or the sale, resale, operation, or use of such equipment, whether based on contract, warranty, tort (including negligence) or other grounds shall not exceed the original purchase price of the equipment. Seller shall not in any event be liable for any claim whether breach of contract, warranty, tort (including negligence) or other grounds for incidental, special, or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated product, cost of capital, cost of substitute products, facilities or services downtime, cost or claims of customers of Buyer for such damage.**
4. **SYSTEMS AND OTHER EQUIPMENT:** If Seller is furnishing equipment to Buyer that is part of a larger or interconnected system, no guarantee is made as to the interaction of the components. Should Seller offer Buyer advice or other assistance which concerns the interconnection of any equipment, or any system or equipment in which Seller’s equipment may be installed, and other equipment outside the scope of the equipment supplied by Seller, such advice or assistance will not subject Seller to any liability of any kind.
5. **DISCLAIMER:** Components and accessories in Seller’s final assembly, but not of Seller’s manufacture, are warranted only to the extent that they are warranted by the original manufacturer. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER FOR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Buyer agrees that there have been no representations upon which Buyer relies other than those set forth in this limited warranty. Unless specifically agreed to in writing by an authorized representative of Seller, equipment sold is not intended for use where failure of a single component could cause substantial harm to persons or property. If so used, Seller disclaims all liability. To the extent allowed by law, Seller specifically excludes and disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability and any implied warranties of fitness for a particular purpose. This warranty does not cover damage caused during shipment, from accident, misuse, abuse, neglect, unauthorized equipment modification, failure to follow the operation instructions outlined in the owner’s manual, failure to perform routine maintenance, and operation more than tolerances.
6. **CHANGES TO EQUIPMENT:** It is further understood that any change to the equipment is done at the Buyer’s risk and Seller only provides a limited warranty on equipment as it has been delivered and used in the proper manner. Any change to the construction, machining, or any other aspect of the equipment will void any limited warranty by Seller and any unapproved use or misuse of the equipment will void the limited warranty.



ENVOLTZ, LLC
1001 M & O DRIVE
BOSSIER CITY, LA 71111

7. SELLER'S SCOPE: Buyer agrees that the sole liability of Seller by virtue of any limited warranty made by Seller is to make the equipment fulfill the limited warranty. No limited warranty made by Seller shall be binding upon Seller after one (1) year from the date of the original invoice of the equipment and no liability for any special, indirect, or consequential damages of any nature is assumed by or shall be imposed by Seller based upon its undertakings herein.

8. EXTRAORDINARY EVENTS: Seller shall not be liable in any way for delay, non-delivery, or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents, and all other causes beyond the control of Seller, affecting Seller and/or its suppliers.