



LIMITED WARRANTY

Limited Warranties The limited warranties available to those who purchase HotDog products ("Products") directly from Augustine Temperature Management LLC ("ATM") are set forth below in Section (d).

(a) Notwithstanding any representation herein, ATM, in its discretion, may replace or repair any defective Product; provided such Product is returned within the period of warranty, and provided, however, that ATM shall have no obligation to make repairs or replacements or provide credits necessitated in whole or in part by (i) accidents, fault or negligence of the Customer, or (ii) the failure of the Customer to maintain or use the Products in accordance with ATM's operating and/or maintenance manuals. Warranty periods shall commence upon shipment of the Product to the Customer, unless another term is specified. The warranties do not cover the following:

1. Any Product that has been adjusted, repaired or altered in any way other than by or with the express written permission of ATM;
2. Damage caused by excessive input voltage, misuse, abuse, negligence or accident, or an external force;
3. Any Product that has been connected, installed or adjusted, or used other than in accordance with the instructions;
4. Normal wear and tear or damage caused in whole or in part by catastrophe or the fault or negligence of the Customer;
5. Cords, connectors or other accessories;

Prior to returning any Product alleged to be defective, the Customer shall notify ATM in writing of the claimed defect and shall provide the following:

1. the model and lot/serial number of such Product,
2. a complete description of the claimed defect.

No Product shall be returned without a return material authorization ("RMA") number provided by ATM. Such RMA must be clearly marked on the outside of the packaging.

(b) **GENERAL LIMITATION.** THE WARRANTIES SET FORTH HEREIN ARE INTENDED SOLELY FOR THE BENEFIT OF ATM'S CUSTOMER. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ATM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL LIABILITIES ON THE PART OF ATM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE PRODUCTS.

(c) **LIMITATION OF REMEDIES.** ATM SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE PRODUCTS OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR ATM'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE PRODUCTS AND ALL OTHER PERFORMANCE BY ATM UNDER THIS AGREEMENT SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THIS SECTION. IN NO EVENT SHALL ATM'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF ATM SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

(d) **SPECIFIC LIMITED WARRANTIES.** The following limited warranties apply to the products specified:

- (i) **Control Unit—3 Year Limited Warranty.** The control units are warranted free of defects in material and workmanship under normal use and operation for three years after shipment.
- (ii) **Warming Blankets and Mattresses—2 Year Limited Warranty.** The warming blankets and mattresses are warranted free of defects in material and workmanship under normal use and operation for two years after shipment.