



# Standard Manufacturer's Limited Warranty



N.S. Wash System Project Number: \_\_\_\_\_

NS Corporation, Inc. ("NS" or "Seller") warrants to the original Purchaser or the first transferee of the Purchaser that the vehicle wash equipment furnished under the Order Contract will be free of manufacturing defects, covering materials except regular routine maintenance items, **for a period of 12 Months** from the date Purchaser signs the system acceptance form or the date the Purchaser or end-user commences use of the vehicle wash system, whichever occurs first. Manufacturing defects under the Limited Warranty will be repaired or replaced free of labor charge, **for a period of 90 Days** after Purchaser signs the system acceptance form or the date the Purchaser or end-user commences use of the vehicle wash system, whichever occurs first.

If at any time during this warranty period any funds are owed to NS from **Purchaser exceeding 60 Days**, in NS's sole discretion, NS may elect to suspend or terminate this Limited Warranty with written notice to Purchaser.

If any part is found to be defective and covered by this limited warranty, then NS's sole obligation shall be to, in NS's sole discretion, replace the part with the same or a substantially similar part or repair/remanufacture that part.

NS's Limited Warranty excludes a remedy for damage or defect, determined at the sole discretion of NS, caused by Purchaser's abuse such as alterations to the vehicle wash system not performed by NS or its authorized agents, improper or insufficient maintenance, improper operation, causes not associated with normal operation of the vehicle wash system, failure to abide by the operating manual for the system, accidents, fire, floods, windstorms, dust and debris, temperature below freezing and extreme temperatures above 120°F, acts of God, vandalism, theft, corrosion, installation of unauthorized parts, unauthorized modifications to the vehicle wash system, or normal wear and tear from normal usage. NS's Limited Warranty shall be void if the vehicle wash equipment or system is moved from its original place of installation, disassembled or modified.

Nothing herein shall be construed to require NS to give its warranty on materials, components, and/or equipment manufactured by others. Purchaser agrees to accept all third-party manufacturers' warranties, if any, in lieu of any other express limited warranty, including, but not limited to, this Limited Warranty.

Warranty claims shall be made to NS by either personal delivery, overnight mail, or U.S. Mail Return Receipt requested at its regular place of business. The warranty claim must be made within the warranty period and shall be deemed waived if not made in time. Upon receipt of a warranty claim, NS shall have a reasonable opportunity to investigate and replace or repair the defective part. The Purchaser shall not be entitled to make any claims against NS if Purchaser has not strictly complied with this notice and opportunity-to-cure provision set forth in this section. In order for Purchaser to receive the benefit of the Limited Warranty, Purchaser must: 1) Direct all service calls or requests for replacement parts and/or returns to the distributor from which the vehicle wash system was purchased; 2) Include a Returned Goods Authorization ("RGA") issued by NS's parts department to accompany all returned parts; otherwise, the part will be returned to the Purchaser at the Purchaser's expense; 3) Ship the parts returned to NS with transportation charges prepaid. NS will ship any parts replaced under warranty by prepaid UPS standard ground. If the Purchaser requests another method of shipment, NS shall invoice the Purchaser for the full dollar amount of the freight charge.

NS reserves the right to discontinue or change the specifications or designs at any time without notice and without incurring any obligation. The foregoing Limited Warranty is exclusive and in lieu of all other warranties and conditions, expressed or implied. NS shall not be liable for any incidental or consequential losses or damages for any breach of warranty, commercial loss, lost profits, exemplary damages, or inconvenience. No dealer or distributor (nor any agent or employee thereof) is authorized to extend or enlarge the scope of this Limited Warranty.

**THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER AGREEMENTS, PROMISES, WARRANTIES, EXPRESSED OR IMPLIED, ALL OTHER CLAIMS UNDER THE CONTRACT AND ALL WARRANTIES IMPLIED UNDER LAW, TO THE MAXIMUM EXTENT PERMITTED BY LAW. NS DISCLAIMS ANY AND ALL OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Signature and date applicable only if standard manufacturer's limited warranty terms and conditions are revised:

Revision Prepared by: \_\_\_\_\_

Revision Approved By: \_\_\_\_\_