

Limited Warranty

ARY, Inc. a distributor and manufacturer of vacuum packaging and other machines (collectively, the "Goods"), extends to the purchaser of the Goods a Limited One Year Warranty, from the receipt of the Goods, under terms and conditions set out herein.

All Goods sold by ARY, Inc. are warranted to be free from defects in material and workmanship at the time of delivery to purchaser. Defective material may be returned to ARY, Inc. after inspection by an agent of ARY, Inc. and upon receipt from ARY, Inc. of shipping instructions specific to the defective Goods authorized by ARY, Inc. to be returned. ARY, Inc. at its sole option, may either (i) replace or repair any defective materials and workmanship (and return the Goods to purchaser without charge), (ii) refund the purchase price, or (iii) grant a reasonable allowance with the foregoing procedure.

This warranty is subject to the following limitations:

- i. ARY, Inc.'s responsibility and the purchaser's exclusive remedy under this warranty is limited to the repair or replacement of defects in material and workmanship, refund of the purchase price, or grant of a reasonable allowance on account of such defects, all as set forth above. ARY, Inc. is not responsible for any consequential damages resulting from the breach of this or any other express or implied warranty with respect to the Goods.
- ii. This express warranty is the only warranty applicable. It excludes all other express oral or written warranties and all warranties implied by law with respect to the Goods, including any warranties or merchantability or fitness for a particular purpose.
- iii. Every claim under this warranty shall be deemed waived by purchaser unless made in writing within one (1) year of the receipt of the Goods to which such claim relates.
- iv. This warranty, as to the Goods, is void (a) to repairs made by anyone other than ARY, Inc. without prior authorization from ARY, Inc., (b) to performance of any system of which ARY, Inc.'s Goods are a component part, (c) to deterioration by corrosion or any cause of failure other than defect of material or workmanship, (d) to any components of the Goods, including, without limitation, Teflon tape, lid gaskets and seal wire, or (e) if any of the Good or parts thereof have been tampered with or altered by someone other than ARY, Inc., or subjected to misuse, neglect, abuse, or misuse in application.

ARY, Inc.'s maximum liability hereunder, arising from any cause whatsoever, whether based in contract, tort (including negligence), strict liability, or any other theory of law, shall not exceed the purchase price. A suit based on any aforementioned cause of action must be commenced within one year from the date said action accrues.

ARY
INCORPORATED A leading supplier of commercial
products since 1939.

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Patent #5,239,808

* VACUUM PACKAGING IS NOT A SUBSTITUTE FOR CANNING.