

STATEMENT OF WARRANTY

E-HP-JAR-1620D/ E-HP-JAR-1515D Demo Models

Joto warrants to the original purchaser Joto's E-HP-JAR-1620/ E-HP-JAR-1515 heat presses or component that such heat press or component is free from defects in materials and workmanship, subject to the limitations set forth below.

IN LIEU OF ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH JOTO HEREBY DISCLAIMS, THE OBLIGATIONS OF JOTO UNDER THIS WARRANTY ARE EXPRESSLY LIMITED TO THE FOLLOWING:

- a. Joto will repair or replace at its option, free of charge, any product, component of its products, and any component it sells separately which is installed in Joto's heat presses, within 12 months and sixty months for the heating platen after shipment by same.
- b. This warranty does not apply to damage incurred in shipment. Damage incurred in shipment should be reported to the designated carrier. It is the carrier's responsibility to ensure arrival in undamaged condition.
- c. Service labor, when requested in connection with any of the above items covered by this warranty, will be charged for traveling expenses only.
- d. This warranty applies only if the product or component proves to be defective under conditions of normal use. It does not apply to breakage or to defects resulting from accident, alteration, misuse, or improper installation.
- e. This warranty does not include installation of the product or component.
- f. Prior to any return of a product or component, Buyer must receive written authorization to do so from Joto. After written authorization, Buyer shall return the defective product or component freight prepaid by the original purchaser and Joto will ship the replacement or repaired component freight prepaid by Joto.
- g. This warranty is effective only if the product or component is installed in a location and manner prescribed by JOTO instructions and only if it is maintained in accordance therewith. This warranty shall become ineffective if the product or component is altered by anyone other than JOTO employees. JOTO neither assumes, nor authorizes any person to assume for it, any obligation or liability other than as specified herein.

JOTO WILL IN NO CASE AND UNDER NO CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT OR COMMISSION, OR FOR LOSS OR DELAY IN PRODUCTION.

Without limiting the generality of the foregoing, Joto will not be liable with respect to furnishing or delay in furnishing any product or component, the use, resale or other disposition thereof, failure to

furnish the same, or any other cause. Joto liability arising out of the supply of any product or component, its use, resale or other disposition, or out of any guarantee or warranty, express or implied, or any other cause shall in no case exceed the cost to Joto of the product or component which JOTO has agreed to supply. All liability of Joto with respect to any product or component shall terminate upon the expiration of the twelve month period described above.

-Any controversy or claim arising out of or relating to transactions or orders or breach thereof, including breach of warranty, shall be settled by arbitration in Blaine, Washington, pursuant to the rules of American Arbitration Association. Any award made against Joto shall be limited as provided above. Judgment upon award rendered by arbitration may be entered in any court having jurisdiction thereof. However, at Joto's option, this paragraph shall not apply to collection by Joto of the price of any product sold or any action related thereto.