

SaniDry XP Limited Warranty

Limited Warranty. Basement Systems, Inc. ("BSI") warrants as follows: (i) the SaniDry XP dehumidifier ("Product") will be free of material defects in workmanship or materials for a period of thirty months following the date of manufacture on the cabinet label.

Limitation of Remedies. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THE ABOVE LIMITED WARRANTY AND BSI'S ENTIRE LIABILITY THEREUNDER, SHALL BE, AT THE SOLE OPTION OF BSI, REPLACEMENT OR REPAIR OF SUCH PRODUCT OR ITS COMPONENTS ("COMPONENTS") BY BSI OR BSI'S AGENTS ONLY. IF TRANSPORTATION IS REQUIRED TO BASEMENT SYSTEMS' SERVICE CENTER, CUSTOMER MUST PAY FOR SUCH TRANSPORTATION, AND BASEMENT SYSTEMS WILL PAY FOR RETURN TRANSPORTATION BACK TO AUTHORIZED BSI DEALER OR HOMEOWNER ANYWHERE IN CONTINENTAL US OR CANADA. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF BSI OR OF ITS AFFILIATES OR RESELLERS IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF BSI OR ANY OF ITS AFFILIATES OR RESELLERS THAT IS NOT IN THIS AGREEMENT.

Disclaimer of Warranties. EXCEPT FOR ABOVE LIMITED WARRANTY, WHICH IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED WITH RESPECT TO THE PRODUCT AND ITS COMPONENTS, BSI HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Warranty Limitations. A "defect" under the terms of the limited warranty shall not include problems resulting from Customer's or Customer's employees', agents', invitees' or a third party's misuse, improper installation, improper design of any system in which the Product is included, abuse, lack of normal care, failure to follow written instructions, tampering, improper repair, or freezing, corrosion, acts of nature or other causes not arising out of defects in BSI's workmanship or material. If a Product or Component is replaced while under warranty, the applicable limited warranty period shall not be extended beyond the original warranty time period. The limited warranty does not cover any costs related to changes to a Product or Component that may be required by any codes, laws, or regulations that may become effective after initial purchase of the Product by Customer.

Customer Responsibilities. As a further condition to obtaining warranty coverage hereunder, the Customer must send a valid warranty claim to BSI such that BSI receives such claim prior to the end of the applicable warranty period. BSI shall have no obligation hereunder with respect to any claim received by BSI after the expiration of the applicable warranty period. Warranty service must be performed by BSI or a servicer authorized by BSI. In order to obtain warranty service, the Customer should call BSI at 1-800-640-1500 and ask for the BSI Products Service Department, which will then arrange for applicable warranty service. Warranty service will be performed during customary, daytime working hours. If the Product must be shipped for service, Customer shall be solely responsible for properly packaging the Product, for all freight charges, and for all risk of loss associated with shipment.

Limitation of Liability. IN NO EVENT SHALL BSI, IN CONNECTION WITH THE DESIGN, SALE, INSTALLATION, USE, REPAIR, REPLACEMENT OR PERFORMANCE OF ANY PRODUCT, COMPONENT, PART THEREOF OR WRITTEN MATERIAL PROVIDED THEREWITH, BE LIABLE, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, UNDER ANY LEGAL THEORY FOR ANY SPECIAL, DIRECT, INDIRECT, COLLATERAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, THE SOLE AND EXCLUSIVE LIABILITY OF BSI, REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM, SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF THE PRODUCT, COMPONENT OR PART UPON WHICH THE CLAIM IS PREMISED.

Applicable Law and Venue. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION RELATED TO THE PRODUCT WILL BE BROUGHT EXCLUSIVELY IN NEW HAVEN COUNTY, CONNECTICUT, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN. SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

Miscellaneous. If any term or condition of this Limited Warranty is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Limited Warranty. Any delay or failure by BSI to exercise any right or remedy will not constitute a waiver of BSI to thereafter enforce such rights.

By

Basement[®]
Systems

Basement Environment Specialists[®]

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Web: www.BasementSystems.com

For product information go to: www.SaniDryDehumidifier.com

1-800-640-1500

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