

Warranty Terms & Conditions (Warranty)

DISCLAIMER AND LIMITATION

Except as stated herein, eos disclaims all other warranties and conditions, whether express, implied or statutory, including merchantability and fitness for a particular purpose, with respect to the foregoing products to the maximum extent permitted by applicable law. In no event will **eos** be liable to you or any third party for any indirect, consequential, special, punitive or exemplary damages, including, without limitation. damages for loss of business, loss of profits, business interruption or damages of associated equipment, loss of use of the **eos** unit and associated equipment, cost of substitute products, costs of removal, installation, reinstallation, testing and evaluation or shipping arising out of the use, failure of, or inability to use the products, even if **eos** has been advised of the possibility of such damages. **eos** liability with respect to any claim of any kind for loss or damages arising out of or related to a breach of Warranty for a unit shall in no event exceed the actual purchase price of the specific unit giving rise to the claim.

LABOR AND OTHER WARRANTY COSTS

eos is not liable for any labor costs, machine or equipment rental, or any other costs associated with product failure. **eos** provides a parts only warranty and only accepts liability to repair or replace failed product and hereby expressly states that it is not in any way responsible for any other ancillary costs of product failure, named above or otherwise

TO OBTAIN WARRANTY SERVICE

In the event that any of the warranted products fail to comply with the Warranty during the applicable Warranty period, please contact eos to report the non-compliance and verify Warranty coverage. In the event that **eos** issues a Return Merchandise Authorization ("RMA") number, you must comply with the product return procedure and ensure that the RMA number accompanies the product. **eos** may, in its sole discretion, repair or replace products determined to eligible for Warranty coverage, or may issue a credit for the purchase of replacement products.

