



## Delivery and Installation Waiver

This warranty is (all products are sold “as is”) in lieu of all other warranties, whether express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose. Additional protection is available only pursuant to an extended warranty plan for the product. In addition to any express warranties set forth herein, buyer may be entitled to the benefit from certain limited warranties provided directly by the manufacturers of these products. Retailer assumes no liability for, nor responsibility under, any third party warranties unless such liability or responsibility shall be specifically set forth herein. Limitation of liability. Buyer agrees that the product has been selected by buyer and is of a design, size, fitness and capacity selected by buyer and that buyer is satisfied that the same is suitable and fit for buyer’s purpose. Buyer hereby waives any claim buyer may have against retailer for any loss, damage, or expense of any kind whatsoever caused by the product or by any defect therein, the use or maintenance thereof, or any servicing or adjustment thereto, not expressly covered by the manufacturer’s warranty.

Buyer further agrees that retailer will not be liable, regardless of the form of action, whether in contract or in tort including negligence, for any direct, indirect, incidental, consequential or special damages of any nature whatsoever. Retailer’s liability under this agreement, including retailer’s liability for failure after repeated efforts to repair is to replace product in accordance with the manufacturer’s warranty and applicable law. Retailer’s liability shall in no event exceed the purchase price of the product. All products are sold “as is” without any warranty express or implied other than manufacturer’s warranty. Buyer shall make any and all claims regarding product against the manufacturer.

Titles and security interest. Retailer shall transfer titles to the Product to Buyer upon delivery and full payment and until such time Retailer shall have a purchase money security interest and lien on the Product to secure performance of all of such obligations of Buyer. Buyer agrees promptly upon demand to execute any financing statement, applications for registration and like documents to take any other action deemed necessary or desirable by Retailer in order to perfect Retailer’s lien and security interest hereunder. Buyer hereby appoints Retailer as Buyer’s attorney-in-fact to prepare, sign and file or record for Buyer, in Buyer’s name, on any such documents. Buyer shall insure and keep the Product in good order and repair until the purchase price has been paid in full.