

Tommy Car Wash Systems | 581 Ottawa Ave. | Holland, MI 49423 | tommycarwash.com.com

Tommy Car Wash Systems Warranty Policy

<u>Products</u>. TCWS warrants that the Products shall be free from defects in material and workmanship for 1 year after installation. During this warranty period, TCWS will repair or replace, at its option, any Products which TCWS determines to be defective in material or workmanship. Customer shall be responsible for all shipping and labor costs related to Products warranty repairs or replacements; provided, however, that at its sole discretion, TCWS may choose to cover shipping cost and/or to provide labor related to warranty repairs or replacements for Products deemed technical in install nature. For purposes of this warranty, the term "defective" shall not mean (i) discoloration or corrosion which does not affect functionality, (ii) a failure of a Product which results from lack of proper maintenance or inspection by Customer, or (iii) a failure of a Product which, by its nature, regularly wears out and must be replaced.

<u>Services</u>. TCWS warrants that the installation services shall be performed in a competent, professional, and diligent manner for a period of 90 days after installation. During this warranty period, TCWS will re-perform any installation services which TCWS determines were defectively performed. Customer shall be responsible for all shipping and parts/equipment costs related to installation service warranty work. For purposes of this warranty, the term "defective" shall not mean (i) a failure of a Product, or (ii) a failure which results from a lack of proper maintenance or inspection by Customer.

Exclusions. The warranties set forth in this section do not cover (i) shipping expenses for repair or replacement, or any tax, duty, custom, inspection, or testing fee; (ii) costs of removing, disassembling, reassembling, reinstalling, or testing defective Products; (iii) products subjected to abuse, neglect, negligence, misuse, misapplication, accident, damages by circumstances beyond TCWS' control, improper operation, or improper maintenance; (iv) Products installed, serviced, repaired, or altered by anyone other than TCWS or its authorized service providers; (v) equipment or building components not provided by TCWS; and (vi) any technical advice furnished by TCWS without charge to Customer with respect to use of the Products.

<u>Disclaimer</u>. The foregoing warranties are in lieu of all other express or implied warranties. All other warranties, including the warranties of merchantability or fitness for a particular purpose, are hereby disclaimed and TCWS makes no representations or warranties, other than the warranties described above, as to the Products or Services. TCWS shall not, under any circumstances, be liable to Customer for any shipping costs, business losses, lost profits, operational down time consequential, incidental, or special or punitive damages.

Exceptions to the 1 year

Grundfos Pumps

2 years

Culligan Water Softene	ers 3 years
Reznor Unit Heaters	5 years/10 years
Samsung 46" Monitor	5 years
Service Indicator TV	2 years
Camera System	2 years
Mat Washers	2 years
Dri-Design Panels.	10 years
Nichiha Panels	15 years

Banding Materials	20 years
Sunburst Materials	5 years
Tower Trim Materials	25 years
Extrutech Interior	20 years
AirSock	10 years
Interior Cree Lights	10 years
Pylon EMC	5 years

For more information, or to make a warranty claim, please contact Client Services at 616-795-0805, or ClientServices@tommycarwash.com