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Zenith

Axona Aichi Warranty

Axona Aichi products are imported by KEZU Pty Ltd.

Article 14. Warranty

1. AICHI warrants to Distributor that all Products and the Parts supplied under this Agreement will comply with AICHI's existing standards and specifications. In the event Distributor's reasonable standards and/or specifications vary from those of AICHI, the parties shall consult each other and reasonably agree on any such standards and/or specifications for the Products and the Parts.

AICHI further warrants that, subject to the following conditions, the Products and the Parts are free from defects in material and workmanship under normal use for such years after their delivery to Distributor from AICHI as described in Exhibit VIII attached hereto. This warranty shall be subject to the condition that Distributor shall notify AICHI of any defects of the Products and/or the Parts in writing within ten (10) days after Distributor is aware of such defects of the Products and/or the Parts.

The foregoing warranty does not cover:

- (1) Damage resulting from neglect, abuse, accident or alteration; or damage caused by fire, flood, Acts of God, or other casualty;
- (2) Damage resulting from:
 - a) Failure of Distributor to follow production and/or assembling instructions separately given by AICHI from time to time during the term of this Agreement;
 - b) Failure of the purchaser to follow normal usage procedures outlined in the usage manual or in any other printed instructions to be attached to each of the Products by Distributor.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING SPECIFICALLY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS), AND ALL OTHER OBLIGATION AND LIABILITY ON THE PART OF AICHI. AICHI SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES OR FOR MORE THAN REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE OF DEFECTIVE PRODUCTS OR PARTS AT AICHI'S OPTION.

Distributor shall promptly return such defective Products and/or defective Parts to AICHI at AICHI's cost if AICHI requests to do so.

2. Distributor shall be responsible for the warranty of workmanship of the Products assembled by Distributor as well as the tabletop manufactured by Distributor.