

STANDARD INDUSTRIAL LIMITED WARRANTY FOR L&L KILNS

Limited Warranty

Definition of "Industrial"

Industrial Kilns are defined as kilns used to make industrial ceramics or for other industrial processes as opposed to kilns used for hobby, school or professional ceramics and pottery.

Specifications

Industrial Kilns are warranted by L&L Kiln Mfg., Inc. ("L&L") to meet all quoted specifications only, unless any subsequent changes to those quoted specifications made by the Buyer are accepted in writing by L&L.

Two Year Term

Industrial Kilns are warranted to be free of defects in material and workmanship for a period of two (2) years after date of shipment of kiln with the following exceptions.

Limitations and Exclusions

Controls and Subsystems

1. Any special temperature controls (with the exception of Bartlett controls which include the DynaTrol and Genesis), are warranted by their manufacturer under separate warranties and are not the responsibility of L&L.
2. Alloy muffle, retorts, fans, castings, and other alloy parts are not warranted against warpage, cracking, or weld failure except insofar as the alloy fabricator of the component determines, through its analysis, that such failure was due to faulty material or workmanship.
3. Ceramic parts, including but not limited to, hearth plates, are not warranted against breakage.
4. NOTE: L&L will act as the intermediary in resolving any claims under separate control and component warranties but the determination of the original manufacturer of the component is final with regard to responsibility.
5. Warranty is not valid for second-hand or damaged kilns that are sold by unauthorized sellers.
6. Any modifications to the original kiln by anyone other than the factory or someone specifically authorized in writing by the factory will void the warranty. Any modification is made solely at the risk of the customer. L&L takes no responsibility for hazardous conditions created by unauthorized modifications.

Repair and Replacement

1. If any part needs repair or replacement during the warranty period, L&L, at its sole discretion, will repair or replace the necessary items at no cost to the purchaser, but not including disassembly or reassembly costs and/or any re-packaging, handling, and/or transportation charges to and from the factory, which the Buyer must pay.
2. To take advantage of this Standard Industrial Limited Warranty, the Buyer may be asked to return defective parts to L&L for inspection.

Conditions Voiding Warranty

1. Use of elements and/or other parts other than genuine L&L Kiln parts.
2. Kiln warranty may be voided by firing materials that introduce harmful atmospheres into the kiln. Atmospheres containing carbon, reducing atmospheres (caused, for example, by introducing carbonaceous gasses or solids like graphite or paper into the kiln), binders from lusters and decals, wax burn out effluents, fluorines, halogens, acids, sulfur, metal oxides, and salts are some of the corrosive and harmful atmospheres that will damage a kiln. Most ceramic processes will release some of these harmful constituents into the kiln and venting will prevent most of the problems that those processes would cause. Also, depending on the concentration of the harmful gasses, kiln ventilation (such as our Vent-Sure) may limit the damage to the kiln. It is the customer's sole responsibility to ensure that the materials and the processes used are not harmful.
3. Damage due to neglect, inadequate room or kiln ventilation, mechanical abuse, improper storage, inadequate maintenance, improper use or freight damage.
4. Damage to the elements or element holders due to failure to properly keep the kiln clean.
5. Damage to the kiln caused for firing in ambient conditions that are too hot for the control or other components in the kiln. The DynaTrol (or Genesis) is rated for use up to 125°F (52°C). That means that the room that you fire in should be less than 110°F (43°C) (because the control will be slightly hotter than room air due to transferred heat from the kiln).

Exclusions

1. Firebrick by its nature is fragile and will chip, crack, and create dust. L&L designs its kilns to minimize the effects of this but can not warrant against cracking,

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breakage, spalling or dusting. There is specifically no warranty for cracked arches, tops, lids or bottoms.

2. Corrosion of the case is specifically not warranted. Exposure to certain ambient conditions, including but not limited to humidity, acid, rain, snow, dust, and salt air will cause corrosion.
3. This Standard Industrial Limited Warranty does not cover losses or damages caused by the malfunction of the control system or thermocouple or by the mismatching of control and thermocouple type (after the initial configuration by L&L). Note that any time a control is installed as a replacement that it is the Buyer's responsibility to check the control configuration before operating the kiln. L&L highly recommends the use of an over-temperature safety system. Overfiring of the kiln for any reason, including, but not limited to, faulty controls, thermocouples or improper wiring, is not covered under this Limited Warranty.

Limitations

1. This Limited Warranty does not extend to the Buyer's process of manufacture or to the quality of the products processed in the kiln or through use of the Kiln. The Kiln is not warranted for any specific uses unless specifically stated in the L&L quotation and the disclaimers and exceptions contained in the L&L Standard Industrial Limited Warranty and in the L&L Terms & Conditions of Sale apply to this order.
2. L&L is not responsible for downtime costs and expenses associated with equipment failure or malfunction.
3. This Standard Industrial Limited Warranty is made only to the original purchaser of the equipment (i.e. Buyer).
4. L&L is not responsible for any consequential, secondary, or incidental damages resulting from, or caused by, the malfunctioning of its equipment, regardless of how arising, or for any other reason. L&L's liability is expressly limited by the terms of L&L's Standard Terms & Conditions of Sale and by this Standard Industrial Limited Warranty.
5. All technical advice, recommendations, and services are rendered by L&L free of charge and are based on data believed to be reliable or which was furnished by Buyer. Such information is intended for use by skilled and knowledgeable persons at their own risk. L&L assumes no responsibility to the Buyer for any events resulting, or damages incurred, from use of such information on the part of Buyer or L&L.
6. Any advice given is not to be taken as a license to operate under, nor to suggest infringement or disregard

of any existing patent or instructions from another manufacturer.

7. Buyer agrees that L&L's total and cumulative liability for any and all damages or remedies arising hereunder or in any way related to this order shall be limited to direct and verified damages in an amount not exceeding the purchase price actually paid by Buyer to L&L, excluding hold-backs.
8. On-site labor is not part of this warranty and is not covered by L&L.
9. L&L's warranty is strictly limited to repair or replacement of defective items.
10. Kilns may not be returned.

Compliance

1. L&L is not responsible for compliance with applicable Federal, State, Province, or Local governmental safety, environmental, licensing, permitting, or performance statutes, ordinances, rules or regulations unless specifically noted in L&L's Quotation, and then only with respect to such statutes, ordinances, rules, or regulations which are published and in force as of the date of the Quotation. Implementation of all such statutes, ordinances, rules, or regulations at the Buyer's location where the kiln is installed is, and will remain, the Buyer's responsibility.

Safety

1. Buyer acknowledges that process and manufacturing systems improperly installed, maintained or operated can pose serious and dangerous threats to worker safety, environmental integrity, and product/process quality. The kiln may be provided with various safety, performance, and operating limits, designs and devices which, if disconnected, altered, tampered with, or changed by Buyer, Buyer's employees, Buyer's agents, or others acting on Buyer's behalf or with Buyer's knowledge, will become Buyer's sole risk and responsibility and such actions will absolve L&L of any and all obligations and liabilities with respect to the function of such limits, designs and devices, and further, Buyer shall indemnify and hold L&L harmless for any damages incurred by L&L due to such above actions and/or non-action(s) on Buyer's part.
2. No explosive atmospheres may be used in the kiln. Such use will automatically void this Warranty and absolve L&L of any and all liability with respect to the kiln.

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Waiver of Rights

1. Specific waivers of L&L rights in fulfilling the obligations of this warranty for any reason are determinations made in L&L's sole discretion for its own reasons and do not imply implicitly or explicitly any future obligations on L&L's part that are not covered specifically by this Standard Industrial Limited Warranty.

Fitness for a Particular Purpose

1. EXCEPT AS SPECIFICALLY WARRANTED HEREIN, KILNS ARE SOLD AS IS. L&L MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE GOODS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser acknowledges that certain conditions or circumstances may be created or incurred by Purchaser or user or over which L&L has no control, including, but not limited to, climactic conditions, improper use, inadequate maintenance, and Purchaser, as a condition of purchase or use, assumes responsibility for and releases L&L from liability arising out of the use of the kilns attributable to such causes.

Consequential Damages

1. L&L SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SECONDARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BODILY INJURY OR DEATH, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSSES. Purchaser agrees that L&L's total liability for any damages or remedies arising hereunder shall be limited to direct damages, in an amount not exceeding the purchase price actually paid. Replacement or repair or refund, at L&L's sole discretion, of the purchase price of the equipment purchased shall constitute the exclusive and sole remedy available to Purchaser. Any action for breach of contract or negligence must be commenced by Purchase within one (2) years after delivery of the equipment to Purchaser.

Terms & Conditions

1. L&L's full Terms and Conditions of Sale are available at hotkilns.com/terms.
2. Payment for the kiln by Buyer must be made according to L&L's Standard Terms and Conditions of Sale and/or the specific payment terms spelled out in L&L's quotation and/or in the Buyer's order which has been acknowledged in writing by L&L, or L&L, at its sole and unilateral option, will void this Limited Warranty.

3. No one but L&L may modify and/or assume any other obligations or liabilities other than those expressed in this limited warranty and any such additional obligations are null and void. Any exceptions must be in writing signed by L&L Management.