

Trade Fixtures/Newleaf Designs, LLC Limited Warranty

Trade Fixtures/Newleaf Designs, LLC (“Seller”), warrants to the original (“Buyer”) only, that its Visi Yogurt system and their components, sold to the Buyer are free from defects in material or workmanship. The duration of this warranty is one (1) year from the date of delivery of the Products (the “Warranty Period”). If, within the Warranty Period, Buyer discovers a defect in material or workmanship, Buyer must promptly notify Seller in writing, setting forth in detail the nature of the nonconformity or defect (“Buyer’s Notice”). Seller shall in no event have any liability under or with respect to this warranty until the Buyer’s Notice and the defective Products are received by Seller, at Seller’s place of business at 1501 Westpark Drive, Suite 5, Little Rock, AR 72204, no later than (1) month following the end of the Warranty Period.

All costs and expenses relative to the shipment of any defective Products to Seller will be at buyer’s expense. Normal wear and tear is not covered. Within a reasonable time after its receipt of Buyer’s Notice and the defective Products, Seller, at its option, will either (a) correct any defect in the Products Identified in Buyer’s Notice by furnishing new or used replacement parts, (b) replace any defective Products.

Limitation of Remedies; Disclaimer of Warranty

The remedies described above are Buyer’s sole and exclusive remedies for breach of warranty. Under no circumstances shall Seller be liable for any cost, loss expense, special damages, incidental damages, or consequential damages arising, directly or indirectly, from Buyer’s purchase, ownership, or use of the Products, whether based upon breach of warranty, breach of contract, negligence, strict tort liability, or any other legal theory. THE WARRANTIES AND LIMITS OF LIABILITY DESCRIBED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.