



Standard Warranty

Products supplied under the Agreement will be free from defects in materials and workmanship. The Seller's sole and exclusive liability shall be its option either to repair or replace Ex-Works point of shipment, any defective Products, or to accept return, transportation prepaid, of such Products and refund the purchase price; in either case, provided that written notice of such defect is given to the Seller within twelve (12) months from date of shipment to the customer, the product is found by the Seller to have been installed and/or operated in accordance with the Seller's instructions, that no repairs, alterations or replacements have been made by another without the Seller's written approval. In no event shall the aggregate liability of the Seller in connection with breach of any warranty or warranties exceed the purchase price paid for the Product hereunder. Seller shall not be liable for damages, consequential or otherwise, caused by defective equipment or accessories. The Seller may at its option, require the return of any Product, transportation and duties prepaid to establish any claim of defect made by the customer. Unless otherwise agreed in writing, the Seller will not accept and shall have no responsibility for the Products returned without its prior written consent.

THE SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

