



## Warranty Statement

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**Limited Warranty.** Seller warrants that goods delivered hereunder will at delivery be free from defects in materials and workmanship and will conform to seller's operating specifications. Seller makes no other warranties, express or implied, and specifically makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** Seller's obligation under the warranty shall be limited to replacing or repairing at Seller's option, the defective goods within twelve (12) months from the date of shipment, or eighteen (18) months from the date of shipment for destination outside of the United States, provided that Buyer gives Seller proper notice of any defect or failure and satisfactory proof thereof. Defective goods must be returned to Seller's plant or to a designated Seller's service center for inspection. Buyer will prepay all freight charges to return any products to Seller's plant, or other facility designated by Seller. Seller will deliver replacements for defective goods to Buyer freight prepaid. The warranty on said replacements shall be limited to the unexpired portion of the original warranty. Goods returned to Seller for which Seller provides replacement under the above warranty shall become the property of Seller.

The limited warranty does not apply to failures caused by mishandling or misapplication. Seller's warranty obligations shall not apply to any goods which (a) are normally consumed in operation or (b) have a normal life inherently shorter than the warranty period stated herein.

In the event that goods are altered or repaired by the Buyer without prior written approval by the Seller, all warranties are void. Equipment and accessories not manufactured by Seller are warranted only to the extent of and by the original manufacturer's warranty. Repair or replacement goods furnished pursuant to the above warranty shall remain under warranty only for the unexpired portion of the original warranty period.

Should Seller fail to manufacture or deliver goods other than standard products appearing in Seller's catalog, Seller's exclusive liability and Buyer's exclusive remedy shall be release of the Buyer from the obligation to pay purchase price therefor.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY SELLER'S WARRANTY OBLIGATIONS AND BUYER'S REMEDIES THEREUNDER (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. IN NO CASE WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE.

The total liability of Seller (including its subcontractors) on any claim whether in contract, tort (including negligence whether sole or concurrent) or otherwise, arising out of or connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any goods or the furnishing of any service hereunder shall not exceed the price allocable to the product or service or part thereof which gives rise to the claim.