



Product Warranty



Warranty: Limitation of Liability. For a period of one (1) year from the date of the shipment of Seller's products hereunder, Seller warrant that, except for rubber, plastic, or other similar materials, at the time of shipment the products conform to the description on the face of the shipper. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The liability for product covered by this warranty is limited solely to replacing, repairing, or issuing credit for, at the discretion of Seller, the parts that are found during the warranty unless (i) Seller is promptly notified in writing by Buyer upon discovery of such damage or defect; (ii) the defective unit or part is returned to Seller, transportation charges prepaid by Buyer and (iii) Seller's examination of such unit or part shall disclose, to its satisfaction that such defects or failures have not been caused by misuse, neglect, improper installation, unauthorized repair or alteration or accident. If the equipment manufactured by Seller consists primarily of parts manufactured by others, the seller will only make available for the Buyer's benefit those warranties which Seller has received from third party manufacturers. Any authorization of Seller for repair or alteration by the buyer must be in writing to prevent voiding this warranty.

SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, NOR SHALL BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE PRESENCE OR USE OF ANY SELLER'S PRODUCTS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES. Determination of the suitability of any of Seller's products furnished hereunder for the use contemplated by Buyer is the sole responsibility of Buyer and Seller shall have no responsibility in connection therewith. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use of possession of Seller's products. The warranty as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise to grow out of, the renderings of technical advice or service in connection with Buyer's order or the products furnished hereunder.

