

Seller warrants that its products and material shall be free from original defects in material and workmanship under normal use and service for a period of 180 days. EXCEPT AS OTHERWISE STATED, THERE IS NO WARRANTY THAT PRODUCT SOLD HEREUNDER SHALL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS ANY WARRANTY OF MERCHANTABILITY OR ANY OTHER THERE WARRANTY, EXPRESS OR IMPLIED. Buyer expressly agrees that Seller's liability and Buyer's exclusive remedy for breach of any warranty shall be limited to the return of the purchase price of the products sold hereunder. Seller shall in no case be liable for incidental or consequential damages. Any recommendations for the use of product, or equipment, materials or apparatus in connection therewith, are based on Seller's judgement but there is no warranty of results to be obtained and no liability in connection therewith. Any claims against Seller for defect in product must be presented in writing within thirty (30) days after discovery of such defect, provided that Buyer must, in any case, commence any action for breach of contract no later than one (1) year from the date of sale. Claims for shortage must be made on receipt of goods. Merchandise may not be returned without Seller's written consent. A restocking charge will apply to all approved returns. Buyer must comply with Seller's returned goods policy when returning goods. An order once placed with an accepted by Seller can only be cancelled with Seller's written consent and Seller may charge Buyer costs of cancelling or changing and order.

Buyer agrees that in the event it sells, distributes or delivers the goods sold hereunder to any third party, the exclusions, disclaimers and limitations on Seller's obligations and liabilities contained herein shall apply to such third party to the maximum extent permitted by law, and Buyer agrees to secure an agreement thereto in writing by such third party.

DOC ID: 4110	DATE RELASED: 8/25/2009 1:49:46 PM
REVISION: 1	EDITOR: William Vanover