

Limited Warranty

LIMITATION OF WARRANTIES, REMEDIES AND DAMAGES - THE WARRANTY STATED BELOW IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY AGENT OR REPRESENTATIVE OF SELLER SHALL CONSTITUTE A WARRANTY BY SELLER OR GIVE RISE TO ANY LIABILITY OR OBLIGATION.

Seller warrants that, on the date of delivery to carrier, the goods are free from defects in workmanship and materials.

THE BUYER'S EXCLUSIVE REMEDY AGAINST SELLER IN THE EVENT OF BREACH OF WARRANTY OR CONTRACT OR FOR NEGLIGENCE OR OTHERWISE WITH RESPECT TO GOODS SOLD SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, F.O.B. SELLER'S POINT OF SHIPMENT. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AS THOSE TERMS ARE DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE, FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. Upon discovery of an alleged defect, Buyer will immediately notify Seller who will advise of the location to which the product should be returned for inspection, via freight pre-paid. If Seller determines that return, repair or replacement is not feasible, Buyer's remedy shall be limited to a refund of the purchase price.

Any action against Seller for breach of warranty, negligence or otherwise must be commenced within one year after such cause of action accrues.

NO CLAIM AGAINST SELLER FOR ANY DEFECT IN THE GOODS SHALL BE VALID OR ENFORCEABLE UNLESS BUYER'S WRITTEN NOTICE THEREOF IS RECEIVED BY SELLER WITHIN TWELVE (12) MONTHS FROM THE DATE OF SHIPMENT.

Seller shall not be liable for any damage, injury or loss arising out of the use of the goods, if, prior to such damage, injury or loss, such goods are (1) damaged, over exposed to the elements or chemicals or otherwise misused following Seller's delivery to carrier; (2) not maintained, inspected, or used in compliance with applicable law and Seller's written instructions and recommendations; or (3) installed, repaired, altered or modified without compliance with such law, instructions or recommendations.