



Warranty and Limitation of Remedies.

(a) Except as otherwise provided, the Seller warrants, for a period of ninety (90) days from the date of shipment, that the Equipment supplied by it has been made of good material and express workmanship and conform to the catalogue description or other written specifications when properly installed and used. The foregoing warranties are exclusive, and in lieu of all other warranties, express or implied (whether written or oral), including but not limited to any implied warranty of merchantability or fitness for any particular purpose. Seller makes no warranty, express or implied, (whether written or oral), with respect to any (a) material not manufactured by Seller the use of which is suggested by Seller's general recommendations, application or installation procedures, or otherwise (b) Equipment sold by Seller to Purchaser for other than resale, and (c) display items sold by Seller to Purchaser (b) Seller shall, at its sole option, credit, repair or replace any Equipment warranted hereunder if Seller actually receives notice from Purchaser of the alleged defect within ninety (90) days from the date of shipment. Any claim not made within said periods shall conclusively be deemed waived by Purchaser. Seller's responsibility hereunder shall be conditioned upon examination of the Equipment by Seller, as requested by Seller, return of the Equipment to Seller and will not be accepted without its written consent. Returns of Equipment other than defective Equipment will be subject to a handling charge equal to thirty five percent (35%) of the price of such Equipment. Claims with respect to Equipment damaged during shipment shall be made directly with the respective carriers (c) Seller shall not be liable for any labor or other expenses incurred by Purchaser in the removal, repair or replacement of the Equipment or any component part claimed to be defective nor shall Seller be liable for any expenses incurred by Purchaser in order to remedy any defects in its Equipment. Seller shall not be liable for any consequential, special or contingent damages or expenses arising directly or indirectly from any defect in the Equipment sold hereunder, from the use thereof or from Purchaser's inability to make use thereof.