



Warranty

Leviton warrants that products sold will, upon shipment, be free of defects of workmanship or material under normal and proper usage. Should any failure to conform to this warranty become apparent during the warranty period specified in the material accompanying the product (in most cases one year after the date of shipment), Leviton shall, upon prompt written notice from the Purchaser, correct such non-conformity by repair or replacement, at Leviton's option, of the defective part or parts. This warranty excludes and there is disclaimed liability for labor for removal or reinstallation of the products. Leviton disclaims all other warranties, express or implied including without limitation warranties of merchantability and fitness for a particular purpose. Correction in the manner provided above shall be the sole remedy for and constitute a fulfillment of all liabilities of Leviton with respect to the quality of products and/or for breach of warranty. In no event and under no circumstances shall Leviton be liable to the Purchaser or to any other person for any indirect, special, consequential or incidental losses or damages, including, without limitation, damage to or loss of use of any equipment, lost sales or profits, or delay or failure to perform this warranty obligation. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity.