

Limited Warranty and Limitation of Liability: Except as otherwise expressly provided in Seller's limited warranty policy, Products manufactured by Seller are warranted to be free of electrical and mechanical defects for a period of one (1) year from date of purchase under normal use and service, and when installed in accordance with manufacturer's recommendation. To ensure continued operation of the Products, follow the maintenance procedures outlined in the Owner's Manual. The warranty for all other parts or components is described in the Seller's limited warranty policy. It is Buyer's obligation to request copies of the Seller's limited warranty policy and shall be deemed to have accepted such warranties upon acceptance of the Products and/or Services.

This warranty does not cover the cost of installation, defects caused by improper storage or handling prior to the placing of the Product.

Seller reserves the right to make changes in design or add any improvements on any Product. The right is always reserved to modify equipment because of factors beyond Seller's control and government regulations. Changes to update equipment do not constitute a warranty charge.

If any Product is damaged in transit, the Buyer should make a claim directly upon the carrier. Careful inspection should be made of the shipment as soon as it arrives and visible damage should be noted upon the carrier's receipt. Damage should be reported to the carrier and is not covered under the warranty.

Warranty charges do not include freight or foreign, excise, municipal or other sales or use taxes. All such freight and taxes are the responsibility of Buyer.

With respect to any third party manufacturer of component parts, Seller will transfer to Buyer any transferable warranties or indemnities the manufacturer of such component parts or third party vendor/service provider provides to Seller. EXCEPT AS OTHERWISE SET FORTH HEREIN, SELLER SHALL HAVE NO LIABILITY TOWARDS BUYER BEYOND THE EXPRESS TERMS OF SUCH THIRD PARTY WARRANTIES. SELLER ASSUMES NO LIABILITY FOR THE WORK PERFORMED OR SERVICES RENDERED BY THIRD PARTY VENDOR/SERVICE PROVIDERS. IT IS BUYER'S OBLIGATION TO REQUEST COPIES OF ANY APPLICABLE THIRD PARTY WARRANTIES AND BUYER SHALL BE DEEMED TO HAVE ACCEPTED SUCH WARRANTIES UPON ACCEPTANCE OF THE PRODUCTS AND/OR SERVICES.

Seller's exclusive obligations with respect to non-confirming Product or Service shall be, at Seller's option, to repair or replace the Product if it is determined to be defective, or to reperform the Service, or to refund to Buyer the purchase price paid for the Product or Service. Notwithstanding anything herein to the contrary, the liability of Seller under this section for all claims shall not exceed the sum of Buyer's payments for the Products and Services which are the subject of the dispute and the foregoing is the Buyer's sole and exclusive remedy for all claims under this section.

Replacement Products shall be warranted as set forth in this section above. Any Products repaired or service by the Seller shall be warranted as provided in this section for the remainder of the applicable warranty period.

No warranty shall apply to any Product that has been subject to misuse, improper testing, assembly, mishandling, or which has been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards. Seller disclaims, and shall have no liability for any trademark, trade dress, trade secret, copyright, design or patent infringement or any other intellectual property right, which may occur as a result of the sale of Products to Buyer. The only remedy or recourse for trademark, trade dress, trade secret, copyright, design or patent infringement or any other intellectual property right shall be against the manufacturer of the Products which is explicitly subject to the limited warranty of the manufacturer of the Product. There shall be no remedy or recourse against Seller or manufacturer to the extent infringement arises from or is otherwise based upon (i) the manufacturer's compliance with the particular requirements of the Buyer that differ from the manufacturer's standard specifications for the Product; (ii) modifications or alterations of the product other than by the manufacturer or, (iii) a combination of the Product with other items not furnished or manufactured by the manufacturer.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED BY BUYER. THE REMEDIES DESCRIBED HEREIN ARE EXCLUSIVE AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OR DELAY IN PERFORMANCE OF THIS WARRANTY.

Buyer acknowledges that this Agreement was entered into on an arm's length basis and it was not fraudulently induced to enter into this Agreement, in whole or any part, and Buyer explicitly disclaims and waives any claim with respect thereto.