

Warranty

Unless otherwise expressly provided on the face hereof, and in lieu of all other warranties, expressed or implied, seller warrants only that the goods covered hereby will conform to the description on the face hereof, that seller will convey good title thereto, free from any lien or encumbrance, and that said goods will be free from defects in material and workmanship under normal use and service and provided said goods have not been repaired, altered or neglected and have been held in normal indoor storage prior to installation. Any claim on account of defective goods or for any other cause whatsoever will conclusively be deemed waived by purchaser unless written notice thereof is given to seller within 12 months of shipment of the goods to which such claim relates. Seller will be given reasonable opportunity to investigate all claims, and no goods or parts thereof may be returned by purchaser to seller until after receipt by purchaser of definite shipping instructions from seller. Goods so returned will be repaired or replaced without charge. Seller shall reserve the exclusive right to assign factory representatives in the repair or modification of goods supplied herein.

Seller makes no warranty whatsoever with respect to products, accessories or parts furnished by seller but not manufactured by seller. Such products, accessories or parts will carry only the warranty, if any, of the manufacturer thereof, and seller hereby assigns to purchaser all of its rights and interest in the warranties, if any provided by the manufacturers of such products, accessories and parts to the extent that this assignment is not prohibited by the terms of any agreement between seller and the said manufacturers.

There is no implied warranty of merchantability or fitness for a particular purpose. There is no other warranty, expressed or implied, except such as is expressly set forth herein. Seller will not be liable for any consequential or special damages for any breach of warranty or any damages for negligence or for the cost of removal, transportation or reinstallation of defective or replacement goods. Seller's liability and purchaser's exclusive remedy shall be expressly limited to the repair of defective goods, or the shipment of equivalent goods F.O.B. the shipping point indicated on the face hereof, or the repayment of the purchase price upon return of the goods to seller with seller's approval, or the granting of a reasonable allowance on account of any defects, as seller in its sole discretion may elect.

