

Manufacturer Warranties and Limitation of Liability

Manufacturer Warranties. Subject to the limitations set forth herein, Manufacturer warrants that the Products manufactured by it in its Northford, Connecticut facility and sold by it to its authorized Distributors shall be free, under normal use and service, from defects in material and workmanship for a period of thirty six months (36) months from the date of manufacture (effective Jan. 1, 2009). The Products manufactured and sold by Manufacturer are date stamped at the time of production. Manufacturer does not warrant Products that are not manufactured by it in its Northford, Connecticut facility but assigns to its Distributor, to the extent possible, any warranty offered by the manufacturer of such product. This warranty shall be void if a Product is altered, serviced or repaired by anyone other than Manufacturer or its authorized Distributors. This warranty shall also be void if there is a failure to maintain the Products and the systems in which they operate in proper working conditions.

MANUFACTURER MAKES NO FURTHER WARRANTIES, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS, TRADEMARKS, PROGRAMS AND SERVICES RENDERED BY MANUFACTURER INCLUDING WITHOUT LIMITATION, INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. MANUFACTURER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR DEATH WHICH MAY ARISE IN THE COURSE OF, OR AS A RESULT OF, PERSONAL, COMMERCIAL OR INDUSTRIAL USES OF ITS PRODUCTS.

This document constitutes the only warranty made by Manufacturer with respect to its products and replaces all previous warranties and is the only warranty made by Manufacturer. No increase or alteration, written or verbal, of the obligation of this warranty is authorized. Manufacturer does not represent that its products will prevent any loss by fire or otherwise.

Warranty Claims. Manufacturer shall replace or repair, at Manufacturer's discretion, each part returned by its authorized Distributor and acknowledged by Manufacturer to be defective, provided that such part shall have been returned to Manufacturer with all charges prepaid and the authorized Distributor has completed Manufacturer's Return Material Authorization form. The replacement part shall come from Manufacturer's stock and may be new or refurbished. THE FOREGOING IS DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A WARRANTY CLAIM.