

STANDARD WARRANTY STATEMENT

Seller warrants that its products will be free from defects in material and workmanship and will perform in accordance with Seller's product specifications under normal use and service for a period of one (1) year from date of shipment, except that in the case of products characterized by Seller as accessories, the warranty shall be for ninety (90) days from the date of shipment. The liability of Seller under this warranty is limited solely to replacing or repairing, at Seller's discretion and within a time period deemed reasonable by Seller, any products returned to Seller during the warranty period provided that (a) Buyer promptly notifies Seller in writing upon discovery of such defects and Seller has provided Buyer with a Return Material Authorization, (b) Buyer returns such products to Seller's factory of origin, transportation charges prepaid by Buyer, and (c) Seller's examination of such products discloses, to its satisfaction, that the products are defective and that such defects have not been caused by Buyer's misuse, neglect, improper installation, repair, alteration or accident, including, but not limited to, failure of or excessive electric power, failure of environment-control equipment, or failure of Buyer's self-maintenance program.

Should Buyer return products to Seller for repair within this warranty period and Seller determines such product to be free from defect upon receipt, Buyer will be invoiced at Seller's current repair rates for that time expended to test such products.

The above warranty extends to the original Buyer only. Repair, correction or replacement of component parts shall not extend such warranty, nor create any other warranty. The remedies specified above are Buyer's sole and exclusive remedies, and in no event shall Seller be liable to Buyer for consequential or incidental damage in event of breach of this warranty.

THIS WARRANTY IS STATED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON SELLER'S PART IN CONNECTION WITH THE SALE OF THE SAID PRODUCTS AND SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME, FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF THE SAID PRODUCTS.

SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO BUYER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF USE, OR OTHER COMMERCIAL LOSS OF WHATEVER NATURE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE BY SELLER OR USE BY BUYER OF ANY PRODUCT DELIVERED HEREUNDER.