

### **LIMITED WARRANTY**

Manufacturer warrants to the Purchaser that each Product manufactured and sold by it will be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for the period of one year from date of Purchaser's purchase (the invoice date) from Manufacturer. Manufacturer's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Products Return Policy, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product. The foregoing notwithstanding, Manufacturer will not be responsible for damage to any Product resulting from misuse, negligence, acts of God or accident or resulting from repairs or alterations made by any person or firm not duly authorized by Manufacturer in writing. Purchaser shall convey with each Product distributed to end users the MANUFACTURER'S LIMITED WARRANTY included by Manufacturer with such Product, and, if Manufacturer determines that the appropriate remedy for a defective product is refund of Purchaser's purchase price, Purchaser shall refund to the end user (or arrange for the refund to the end user of) the full purchase price paid by the end user for such defective Product.

### **THIRD PARTY WARRANTIES**

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### **LIMITATION OF LIABILITY**

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