

Warranty

Seller warrants that the products delivered hereunder will conform at the time of delivery to the specifications, sampling plans and/or inspection techniques expressly agreed to in writing by Seller, products alleged to not be in conformance with the requirements shall be called to Seller's attention by Buyer in writing within thirty days after delivery to Buyer, unless impractical, Seller requires that Buyer provide verification samples before return authorization for return to Seller, shipment by Buyer is to be made within ten days.

After such authorization, Seller's only obligation hereunder, which is conditional upon buyer notifying Seller and providing samples, shall be, at Seller's option, to replace or credit such quantity of the products which is disclosed by Seller's inspection to have not been in conformance with the requirements when delivered, before using the products, Buyer shall determine the suitability of the products for their intended use and Buyer assumes all risk and liability whatsoever in connection therewith, Buyer assumes the responsibility for providing and installing any and all devices for the protection of safety and health with respect to the use, operation or possession of the products.

The warranty set out shall not apply to:

1. Products not manufactured by Seller;
2. Product that have been maintained, repaired or modified by persons other than Seller or persons authorized by Seller;
3. Products that have been improperly or inadequately installed and/or defects caused by improper site preparation by Buyer;
4. Products that have been improperly used, stored or operated and/or used with equipment not supplied and/or authorized by Seller;
5. Defects caused by abuse, negligence or accident, or loss of or damage to the products while in transit.

Seller excludes all other warranties not expressly set forth to the extent permitted by applicable law, all implied warranties, whether by statute, common law, custom, usage or otherwise as to any matter, including performance, security, integration, merchantability, quiet enjoyment, satisfactory quality or fitness for any particular purpose and noninfringement are hereby disclaimed by Seller.