



Warranty Information

Supplier warrants that all goods will be free from defects in materials and workmanship for a period of six (6) months for non-assembled goods and twelve (12) months for assembled goods at the time of delivery by Supplier ("Limited Warranty"). The Limited Warranty does not apply if (1) the defect is the result of use or handling of the goods in a manner, circumstances or purposes other than those approved or instructed by Supplier; or (2) the goods are misused or abused or there is evidence of tampering, mishandling, neglect, accidental damages, modification or repair without the approval of Supplier.

THE LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SUPPLIER FOR LOSSES, EXPENSES, INCONVENIENCES OR DAMAGES (WHETHER SPECIAL, INDIRECT, SECONDARY, OR CONSEQUENTIAL) ARISING FROM OWNERSHIP OR USE OF THE GOODS. REPAIR, REPLACEMENT, OR CREDIT (AT SUPPLIER'S OPTION) UPON RETURN OF THE GOODS IS PURCHASER'S SOLE REMEDY FOR ANY SUCH LOSSES, EXPENSES, INCONVENIENCES OR DAMAGES. PURCHASER HEREBY WAIVES ANY RIGHTS THAT IT MIGHT OTHERWISE BE ENTITLED TO IN CONNECTION WITH THE MATTERS COVERED IN THIS PARAGRAPH.

NO CONSEQUENTIAL DAMAGES

Under no circumstances whatsoever shall Supplier and Purchaser be liable to each other for any indirect, special, or consequential damages, whether foreseeable or unforeseeable and whether based upon lost goodwill, lost resale profits, loss of use of money, work stoppage, impairment of other assets, or otherwise and whether arising out of breach of warranty, breach of contract, strict liability in tort, negligence, misrepresentation, or otherwise, except only in the case of personal injury where applicable law requires such liability.