

PRODUCT WARRANTY

A. Limited Warranty

The Company hereby warrants that the Products manufactured, supplied or repaired by the Company shall be free from material defects in materials and workmanship for a period of _____ consecutive months after the date of shipment.

B. Limitation of Remedies

The Company and Distributor acknowledge and agree that the Distributor's sole remedy under this Limited Warranty shall be the repair or replacement of the Products or any components thereof which are determined by the Company to be materially defective in material or workmanship or, at the sole option of the Company, the refund of the purchase price of the Products in question. The Company shall not be liable for injury to property other than the Products themselves.

C. Disclaimers from Warranty

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY AS TO THE FITNESS OF THE PRODUCTS HEREUNDER FOR ANY PARTICULAR PURPOSE. THE COMPANY HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, THAT THE PRODUCTS HEREUNDER ARE MERCHANTABILITY.

D. Products Covered by This Warranty

This Limited Warranty shall extend to the Products and components thereof manufactured, supplied or repaired by the Company, but shall not extend to products, parts or equipment supplied by other manufacturers and used by the Company to manufacture, supply or repair the Products, which shall be warranted only for the period, purposes and conditions extended by such manufacturers to the Company.

E. Automatic Termination of Warranty Obligations

Any obligation of the Company under this Limited Warranty shall automatically and immediately terminate, without notice from or any further action by the Company, and the Company shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

- (i) accident, misuse, abuse or negligent use of the Products or any component thereof;
- (ii) any repair or alteration of the Products or any component thereof made outside the Company's facility, except by an employee of the Company authorized to do so;
- (iii) improper installation or operation (including both mechanical and electrical) of the Products or any component thereof;
- (iv) failure to provide normal maintenance for the Products or any component thereof.

F. Limitation on Damages (Consequential Damages Excluded)

The Company shall not be responsible for, nor does this Limited Warranty extend to, any consequential or incidental damages or expenses of any kind or nature, regardless of the cause thereof or any knowledge which the Company may have regarding the probability of the occurrence of such damages or expenses including, without limitation, injury to persons or property, loss of use of the Products, lost goodwill, lost resale profits, work stoppage, impairment of other goods, breach of contract, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to the Distributor, its agents, sub-distributors, customers or any other persons.

THIS IS A 2-PAGE FORM.