

#### **WARRANTY STATEMENT**

Seller warrants that for a period of one year from the date of its shipment to Purchaser of goods that is has manufactured ("Items") that they shall be free from defects in material and/or workmanship. Seller shall not be responsible for and does not give any warranty of any kind for: (a) any wear and tear of any Item which is inherent in the normal operation or use of that Item; (b) any Item which has been altered in any way by Purchaser or any third party after shipment to Purchaser; (c) any Item which has not been maintained and/or operated or used in accordance with Seller's instructions or with normally accepted industry standards for such Item; (d) batteries, tape or similar consumable items that may accompany the Items; or (e) Items or portions thereof which others have manufactured.

If Purchaser believes that an Item is in breach of this warranty, then Purchaser shall immediately notify Seller in writing. Purchaser shall then return the Item, at its own expense, to Seller. If Seller confirms that the Item is in breach of the warranty, then Seller shall either repair or replace it. If Seller is unable to repair or replace the Item, then Seller shall refund its purchase price.

The foregoing warranty and remedies are exclusive and in lieu of all other warranties and remedies, including without limitation, implied warranties as to merchantability and fitness for any particular purpose, whether written, oral, implied or statutory and/or all other remedies in contract, tort (including strict liability), negligence or otherwise.

Under no circumstances shall seller be liable for consequential or incidental damages, or for any amount above the purchase price of the item.