



## **WARRANTY & LIMITATION OF LIABILITY**

Tri-Tronics Company, Inc., warrants that the products delivered by it will be of the kind and quality described in the order or contract and will be free of defects in workmanship or material. Should any failure to conform to the express warranty appear within three (3) years, Tri-Tronics shall upon notification correct such non-conformity, including non-conformance with the specifications, at its option, either by repairing any defective part or parts or by making available, F.O.B. the seller's plant, a repaired or replacement part. This warranty shall be for a period of three (3) years after the date of delivery of any product not meeting such specifications.

This warranty is in lieu of all warranties of merchantability, fitness for purpose, or other warranties, expressed or implied, except of title and against patent infringement. Correction of non-conformities in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Tri-Tronics to anyone, whether based on contract, negligence, or otherwise with respect to or arising out of such products.

Tri-Tronics shall not be liable for special, indirect, or consequential damages. The remedies set forth herein are exclusive, and the liability of Tri-Tronics with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the product or products on which such liability is based.

This warranty shall not apply to any product which has been subjected to misuse, negligence, accidental or misapplied or modified or repaired usage by unauthorized persons, or as the result of improper installation thereof. Furthermore, any improper use, operation beyond capacity, substitution of parts not approved by Tri-Tronics, or any alteration or repair by others in such manner as in Tri-Tronics' judgment affects the product materially and adversely shall void this warranty.

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