LIMITED WARRANTY: Unless otherwise specified, seller warrants to buyer that the goods are free from defects in materials and workmanship for a period of twelve (12) months from the date of invoice. If it appears within twelve (12) months from the date of invoice that any goods do not meet the warranty specified above and buyer notifies seller promptly, seller shall thereon replace goods. Seller will make no allowance for repairs or alterations to the goods made by buyer, unless made with the advance written consent of seller. Materials furnished by suppliers to seller are warranted by seller only to the extent of the original manufacturer's expressed warranty to seller THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE. The foregoing shall constitute the sole and exclusive remedy of buyer and the full liability of seller.

LIMITATION OF SELLER'S LIABILITY AND LIMITATION OF BUYER'S

REMEDY: Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connecting with, or resulting from the manufacture, sales, delivery, resale, repair or use of any goods covered by or furnished hereunder, shall in no case exceed the cost of replacing goods failing to conform to the foregoing warranty.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES.

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