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This limitation applies regardless of whether such damages are sought based on breach of contract, negligence, strict liability in tort or any other legal theory.

(4) Any action for breach of warranty or any other obligation under these Terms and Conditions must be commenced within one year from the purported date of breach.

(5) Each limitation on liability or remedy set forth in these Terms and Conditions is independent of any other limitation or if they are otherwise held to be unenforceable, that shall not affect the validity of any other such limitation or remedy.

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**FOUNTAIN INDUSTRIES™**