



**Warranty/Return Policy.** The Seller warrants that the product conforms to the applicable agreed specifications at time of delivery. Seller's warranty obligation is limited to, at Seller's option, replacement or credit at the invoice price for any defective product returned to Seller's location within a 90 day period from invoice date. The warranty shall not apply to any product which has been repaired, altered or which has been damaged such that the Seller is unable to verify the defect with normal test means. Seller is not responsible for product which has been damaged from improper handling, installation, maintenance, removal or modification or use. Seller's warranty shall not be enlarged, and no obligation or liability shall arise out of Seller's rendering of technical advice.

**Limitation of Liability.** The Seller and its suppliers shall not be liable for any indirect, incidental, special, remote consequential or punitive damages, such as, but not limited to, lost profits, savings, or revenues, however arising from or caused, directly or indirectly, by the use of the product by the buyer, or by the performance or failure of the seller to perform under this agreement, or by any other act omission of seller, or by any other cause.

**Cancellation/Termination.** Orders for products specifically manufactured for Buyer may not be cancelled without the authorization of Seller. In the event cancellation is authorized the Buyer must agree to pay all costs relative to all products, components and work-in-process allocated to order, including a reasonable profit based on such cost.

**Taxes and Duties.** Prices do not include any taxes or duties. All applicable tax and duties are the responsibility of the Buyer.

**Shipments/Delivery.** Shipments are F.O.B. Buyer assumes title and risk of loss and damage upon Seller's shipment of product. Transportation charges will be pre-paid by Seller and billed to and paid by buyer. Claims against Seller for shortages must be made within 10 day of shipment. Seller is not liable for losses or added costs due to delivery delay.