

Warranty

Seller warrants that the products manufactured and sold by Seller shall be in accordance with Seller's published specifications and free from defects in material and workmanship for a period of one (1) year from the date of delivery to Buyer if used under normal circumstances and provided any defect(s) are not the result of: (i) installation method; (ii) customer or third-party abuse or misuse; (iii) failure to adhere to Seller's instructions; or (iv) except as otherwise may be specifically stated in Seller's product literature, wear or deterioration due to environmental conditions. Buyer shall give written notice to Seller within 20 days of the discovery of any alleged defect within such one (1) year period, and any action shall be brought within one (1) year after such breach of warranty is or should have been discovered.

The above is the sole and exclusive warranty of Seller; there are no other warranties, either express or implied, as to any matter whatsoever, including, without limitation, the IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The sole and exclusive remedy of Buyer for any breach of warranty by Seller shall be that Seller shall provide, upon confirmation of the defective condition of the subject part, at no cost to Buyer, a replacement part for each defective part manufactured and sold by Seller to Buyer, or at Buyer's choice, Buyer shall receive a credit toward a future purchase in an amount equal to the purchase price paid by Seller for defective parts.

IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.