



# Limited Warranty

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Seller warrants that the products it manufactures and sells shall be free from defects in material and workmanship for a period of 12 months from date of shipment to the initial Buyer. This warranty does not apply to any products which are misused, modified, repaired or otherwise abused by Buyer or others. Seller's sole obligation for breach of this warranty shall be to repair or replace (F.O.B. Sellers Plant, Beaverton, Oregon) any goods which are found to be non-conforming or defective as specified by Buyer within 30 days of discovery of any defect. All installation and transportation expenses, and all other incidental expenses and damages shall be borne by the Buyer.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

## **LIMITATION OF LIABILITY**

**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY TYPE OF SPECIAL CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE.**

All references to damages herein shall include, but not be limited to, loss of profit or revenues, loss of use of the goods or associated equipment, costs of substitute goods, equipment, facilities, down time costs, or claims for damages. Seller shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer, whether negligent or otherwise.