ENGINEERED SPECIALTIES, LLC

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MAXLINE WARRANTY

LIMITED WARRANTY: PRODUCTS MANUFACTURED BY THE SELLER CARRY A LIMITED ONE YEAR WARRANTY ONLY AS FOLLOWS:

PRODUCTS MANUFACTURED BY ENGINEERED SPECIALTIES, LLC., RAPIDAIR PRODUCTS DIVISION ARE WARRANTED TO BE FREE OF DEFECTS DUE TO FAULTY MATERIAL OR WORKSMANSHIP FOR 12 MONTHS FROM THE DATE OF PURCHASE. NORMAL WEAR AND TEAR IS NOT CONSIDERED A DEFECT IN MATERIAL OR WORKSMANSHIP. LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PART PROVIDED THAT THE FOLLOWING CONDITIONS ARE MET:

- -THE COMPANY IS PROMPTLY NOTIFIED IN WRITING OF SUCH DEFECT IMMEDIATELY UPON DISCOVERY, AND THE DEFECTIVE PRODUCT IS RETURNED FOR INSPECTION
- -THE DEFECT IS NOT DUE, WITHOUT LIMITATION, TO FAULTY INSTALLATION, MISALIGNMENT OF THE PRODUCT, VIBRATION, PRESSURE PULSATIONS, ORDINARY WEAR AND TEAR, CORROSION, ULTRAVIOLET DEGRADATION, OPERATION OUTSIDE THE PRODUCT SPECIFIED LIMITS AND USING THE PRODUCT FOR USES OTHER THAN ITS INTENDED USE

SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO WARRANTIES THROUGH ANY COURSE OF DEALING AND/OR PERFORMANCE BETWEEN THE SELLER AND BUYER.

THE SELLER WILL NOT PAY CLAIMS FOR LABOR, MATERIALS AND/OR OTHER EXPENSES REQUIRED TO REPLACE OR REPAIR A DEFECTIVE PRODUCT. THE SELLER'S LIABILITY IS LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PART. SELLER RESERVES THE RIGHT TO MODIFY OR ALTER THE PRODUCT AT ANY TIME.

PRODUCTS WHICH WERE NOT MANUFACTURED BY THE SELLER ARE SUBJECT TO ONLY THE ORIGINAL MANUFACTURER'S GUARANTEE AND WARRANTIES, IF ANY. SELLER DOES NOT HAVE ANY ADDITIONAL RESPONSIBILITY IF ORIGINAL MANUFACTURER DENIES WARRANTY CLAIM. IN NO EVENT, (WHETHER A PRODUCT IS WARRANTED BY SELLER OR NOT) SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ITEMS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILTY.

