

## **GUARANTEE OF QUALITY**

Carr Lane Roemheld (Seller) components are carefully designed, manufactured, inspected, and individually tested prior to shipment. In the unlikely case you find a defect in materials or workmanship within 3 years after the original sale of the component, we will promptly repair or replace the component, in accordance with our Limited Warranty below. Our liability is limited to replacement or repair of the component and this warranty does not apply to altered, misused or misapplied products or to any defect caused by neglect, carelessness or abuse of the component.

## **Limited Warranty**

Seller warrants that the product described herein will be free from defects in material and workmanship. If any failure to conform to this warranty be found within 3 years after the original sale of the component, from the date of sale by Seller, and Seller is given immediate notification thereof, Seller, upon being satisfied of the existence of such nonconformity, will, at Seller's option, correct the same by replacement of the defective product or making suitable repairs. If Seller is unable to correct such nonconformity by replacement of the product or making suitable repairs, whether due to the nature of such nonconformity, the use of the product, or for any other reason, Seller will refund to you the price set forth herein, or where appropriate, the unit price for such number or quantity of products as shall have such nonconformity which Seller is unable to correct, upon Seller's receipt of the nonconforming product f.o.b. its plant; provided, however, no product shall be returned to Seller without its express written consent; and provided further that such receipt of any nonconforming product will not be required where it is no longer possible for you to return the same to Seller. In no event shall Seller be liable to you, either directly or by way of contribution or indemnity, for direct, special, incidental or consequential damages such as, but not limited to, property damage, loss of profit, damages based on loss of use of the product, or damages for cover, whether the claim for any such damages be based on warranty, express or implied, contract, tort, or otherwise. [This warranty is non-transferable and may only be enforced by the purchaser of the product from Seller.] THE FOREGOING IS SELLER'S SOLE WARRANTY WITH RESPECT TO THE PRODUCT. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.