

WARRANTY

Automation Service (hereinafter referred to as "Seller") is a remanufacturer of certain instrumentation goods and parts from equipment originally manufactured by others, which is warranted for two years from the date of installation. Some traditional instrumentation is also produced new by Automation Service as the original manufacturer, which is warranted for two years from purchase.

Seller warrants that the goods and parts covered by this agreement shall be free from defects in material and workmanship under normal use and service. Any goods or parts found to be defective by Seller within warranty by purchaser shall be replaced or repaired by Seller free of charge, provided that the goods or parts are returned to Seller's designated factory within said warranty period. Purchaser shall be responsible for all transportation charges to and from Seller's designated factory. This Warranty shall remain in effect for the replacement or repaired goods or parts for the remaining portion of the original warranty period. A defect in goods or parts of a commercial unit shall not operate to condemn such commercial unit when such goods or parts are capable of being repaired or replaced.

THE WARRANTY DESCRIBED IN THE PARAGRAPH ABOVE SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. IT IS UNDERSTOOD AND AGREED THAT THE SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE REPAIR OR REPLACEMENT OF THE GOODS OR PARTS AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFIT, LOSS OF USE, LOSS OF REVENUE, COST OF CAPITAL AND DAMAGE OR LOSS OF OTHER PROPERTY. THE PRICE STATED FOR THE GOODS AND PARTS IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Replacement parts may be purchased by the Purchaser directly from the seller and/or the original manufacturer. Replacement parts purchased from the seller shall be warranted by the Seller's standard repair or replacement Warranty.

Goods and parts having been shipped from the Seller's factory and found by the seller to be defective in material or workmanship shall be recalled by the seller by notification to the Purchaser. Any such recalled goods or parts which are returned to the Seller's factory shall be repaired, replaced or renewed free of charge.

The Seller's representative may have made oral statements about the goods and/or parts described in this Warranty. Such statements do not constitute warranties, shall not be relied on by the Purchaser, and are not part of this Warranty. The entire Warranty is embodied in this writing. This writing constitutes the final, complete and exclusive statement of the terms of the Warranty.