

## Three-Year Manufacturer's Warranty

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MANUFACTURER'S WARRANTY ON THE PALLET IS FOR A THREE-YEAR PERIOD FROM THE DATE OF SHIPMENT TO THE ORIGINAL BUYER TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. The Seller's liability under this warranty is limited to the cost of the repair or replacement of any products that fail to comply with the foregoing warranty or refund of the purchase price therefore, at the Sellers option, and in no event shall the Seller be liable for any consequential damages claimed as a result of any breach of the foregoing warranty. This warranty is contingent upon the Buyers compliance with the Sellers Customer Claim Procedure. The warranty shall not apply to products or parts repaired or altered by others than Seller so as, in its judgement, to affect them adversely. THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. LIABILITY LIMITATION- IN CONSIDERATION OF THE EXPRESS WARRANTY AND OTHER TERMS HEREIN CONTAINED, BUYER AGREES THAT THE BUYERS EXCLUSIVE REMEDY AND SELLERS SOLE LIABILITY ON ANY CLAIM WHETHER TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO REIMBURSEMENT OF THE PURCHASE PRICE AND NO OTHER REMEDY INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL LOSS OR DAMAGE) SHALL BE AVAILABLE TO IT, IN NO EVENTY AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY SELLER. SHALL SELLER HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT GOODS IN QUESTION.