

WARRENTY

Conch Electirc (hereinafter referred to as "Seller") is a distributor of certain instrumentation goods and parts. The equipment is originally manufactured by others.

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.

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.