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**ELMES INC.**

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## **Limited Warranty**

ELMES INC. warrants its products to be free from defects of material and workmanship for a period of one (1) year from the date of invoice.

This warranty shall not cover defects or damage arising from improper installation, lack of or improper maintenance, improper storage, shipping and handling, ordinary wear and tear, misuse, abuse, accident, unauthorized service, or use with unauthorized non-Elmes products or parts.

Should any failure to conform to this warranty appear within one (1) year after the date of invoice, ELMES INC. shall upon notification thereof and substantiation that the products have been stored and applied in accordance with ELMES INC. standards, correct such defects by suitable repair or replacement without charge at ELMES INC.'s warehouse or at the location of the products (at the election of ELMES INC). However, if ELMES INC determines repair or replacement is not commercially practical, ELMES INC shall issue a credit in favor of buyer in an amount not to exceed the purchase price of products. This warranty is exclusive and is in lieu of any implied warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except the warrant of title and against patent infringement. No waiver, alteration, additions, or modifications of the foregoing conditions shall be valid unless made in writing and manually signed by officer of ELMES INC.

**Limitation of Liability:** ELMES INC shall not be liable under any circumstances for any loss, damage or expense directly or indirectly arising from the use of the products sold hereunder or from any other cause, and ELMES INC shall not be liable for any circumstances for consequential or incidental damages. The liability of ELMES INC. for breach of warranty hereunder is in all instances, limited solely and exclusively to one of the following at the option of ELMES INC:

- (a) The repair or replacement of defective products, or
- (b) The repayment of the purchase price paid for products confirmed by ELMES INC to be defective.

ELMES INC. will not be liable for any delay or failure to deliver caused by acts of God, strikes or any cause beyond its control, or the premium transportation charges for alleged lateness in making shipment when such lateness is caused by the foregoing, or when shipment is made within current lead times plus three (3) days grace period.