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Standard Warranty

I. Seller warrants each new product of its manufacture to be free from defects in material or workmanship, under proper, reasonable, and normal use and service.

II. The warranty period shall be as follows:

A. For Malabar equipment, with the exception of Tripod Jacks, the warranty period is one (1) year after date of shipment.

B. For Malabar Tripod Jacks, the warranty period is three (3) years after date of shipment.

III. Where Buyer claims an alleged defect in material or workmanship and so advises Seller in writing within ten (10) days after discovery thereof, then and in such event, Buyer shall return said equipment, transportation prepaid, to the Seller, provided such return is timely and within the above-mentioned warranty period. This warranty and liability of the Seller is expressly limited solely to replacement or repair of defective parts or goods, and return at Buyer's expense to Buyer after finding by Seller the product was defective prior to original shipment or, at the option of Seller, to providing refund to Buyer of the purchase price for said product.

IV. It is further expressly understood and agreed that:

A. THERE IS NO WARRANTY, REPRESENTATION OF CONDITION OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS) EXCEPT THAT THE MATERIAL SHALL BE OF THE QUALITY SPECIFIED IN APPLICABLE SPECIFICATIONS, AND NONE SHALL BE IMPLIED BY LAW. Except as otherwise provided herein, quality shall be in accordance with Seller's specifications. Final determination of the material for the use contemplated by Buyer is the sole responsibility of Buyer and Seller shall have no responsibility in connection with such suitability, and

B. Buyer's sole and exclusive remedy shall be repair or replacement of defective parts or goods by the Seller. Should the goods, in the judgment of Seller, preclude the remedying of the warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price, and

C. Seller shall not be liable for prospective profits or special, indirect or consequential damages, nor shall any recovery of any kind against Seller be greater in amount than the purchase price of the specific material sold and causing the alleged loss, damage or injury. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of use or possession of any product or part sold hereunder, and

D. Seller shall in no way be deemed or held to be obligated, liable or accountable upon or for any guarantees or warranties, express or implied, or created by statute or by operation of law or otherwise, in any manner of form beyond its express agreement above set forth, and

E. No warranty herein shall apply to any product which shall have been repaired or altered, unless such alteration or repair has been made by Seller or if, after return to and inspection by Seller, the product is found by Seller to have been subject to misuse, negligence or accident, and

F. No warranty of any nature is made by Seller as to any component forming a part of the product sold and Buyer shall receive only such warranties offered by such other manufacturer of such component, and

G. Seller does not assume nor does Seller authorize any other person to assume for it any other liability or make any warranty in connection with the sale of its products.

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