

PRODUCT LIMITED WARRANTY

Groth's Product Limited Warranty terms applies only to purchase orders accepted by Groth Corporation.

A. Seller warrants that products which are manufactured by Seller, are manufactured in accordance with published specifications and free from defects in materials and/or workmanship for a period of (12) twelve months. Seller, at its option, will repair or replace any products returned intact to the factory, transportation charges prepaid, which Seller, upon inspection, shall determine to be defective in material and/or workmanship. The foregoing shall constitute the sole remedy for any breach of Seller's warranty.

B. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, (INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING PRODUCTS) UNLESS SPECIFIED IN THE SALES CONTRACT. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER.

Seller makes no warranties, either express or implied, except as provided herein, including without limitation thereof, warranties as to marketability, merchantability, for a particular purpose or use, or against infringement of any patent of products. In no event shall Seller be liable for any direct, incidental or consequential damages of any nature, or losses or expenses resulting from any defective new product or the use of any such product, including any damages for loss of time, inconvenience, or loss of use of any such product

C. The original Manufacturer shall be solely responsible for the design, development, supply, production, and performance of its products hereunder, and the protection of its trade name or names, if any. It assumes no responsibility, for products modified or changed in any way by its agent or customer. Any such modifications or changes to products sold by Seller hereunder shall make the product limited warranty null and void.

D. The Manufacturer shall be under no obligation to manufacture, sell, or supply or to continue to manufacture, sell or supply any of the Products.

GROTH is committed to the total quality improvement process

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