

# WARRANTY

GRAFLEX warrants that any product shall be free from defects in material or workmanship for a period of one (1) year from the date of shipment of such product. GRAFLEX's obligation under this warranty is limited to the repair or replacement of any product which is (i) determined by GRAFLEX to be defective and (ii) is returned within said one (1) year period to GRAFLEX at its factory at 8060 Bryan Dairy Rd. Largo, Florida 33777, or such other place as GRAFLEX may designate in writing, with all transportation charges prepaid by BUYER. GRAFLEX's repair/replacement costs are limited only to repair or replacement (at GRAFLEX's option) at GRAFLEX's designated location. Return of any repaired or replaced product by BUYER shall be at BUYER's risk and expense. This warranty also is conditioned upon BUYER furnishing satisfactory evidence that the product alleged to be defective has been properly maintained and correctly operated under normal conditions with competent supervision and within the operating limits for which such product is offered and sold. This warranty shall not apply to any product that has been subjected to misuse abuse, neglect or improper storage, handling or maintenance. Should the services of a field service technician be required, GRAFLEX shall make every reasonable effort to send a technician as soon as practicable at prevailing per diem, T & L rates to be paid by the BUYER.

EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, GRAFLEX MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL GRAFLEX BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCT. BUYER'S LIABILITY ON ANY CLAIM WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH BUYER'S ORDER SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE ITEM.

The sole purpose of the stipulated exclusive remedy provided for herein shall be to provide BUYER with repair or replacement of defective products in the manner provided for herein