

CONTRACT TERMS & CONDITIONS APPLICABLE TO ALL SALES

LIMITED WARRANTY

CenterLine (Windsor) Limited, Electrodes Division, hereby provides to purchaser a limited warranty that its products and parts are manufactured free from defects in material and workmanship subject to the following *DISCLAIMERS of WARRANTIES*, limitations of liability, and *EXCLUSIVE REMEDY* provisions set forth below. Said warranty shall only be available to the original purchaser of the products or parts.

DISCLAIMERS OF WARRANTIES AND LIMITATIONS OR LIABILITY AND EXCLUSIVE REMEDY

- A. The limited warranty set forth above is in lieu of any and all other expressed warranties.
- B. *Manufacturer disclaims any and all implied warranties and disclaims any and all warranties of merchantability and warranties of fitness for a particular purpose.*
- C. The liability of manufacturer for a breach or violation of any warranty is limited to repair or replacement (at manufacturer's option) of the defective product or parts.
- D. All other liability of manufacturer with respect to, arising from, or in connection with the purchase of the products or parts or in connection with this agreement or from manufacture, installation, maintenance, repair or use of any products or parts, whether in contract or in tort or otherwise is limited to the amounts paid (purchase price) by the purchaser to manufacturer for such parts or products.
- E. Manufacturer shall not be liable or responsible for direct damages or for indirect damages or for incidental damages or for consequential damages or for the loss of the use of any asset or for the loss or revenue or for the loss of profit, anything in this agreement or in any other document to the contrary notwithstanding. The remedies set forth in this document, are the sole and exclusive remedies available against manufacturer. All damages (including attorney fees and litigation costs) exceeding the purchase price of the products or parts are hereby expressly excluded and expressly disclaimed by the manufacturer.
- F. Written notice of any defects in parts or products must be provided to manufacturer within one (1) year of the date of purchase by registered mail or certified mail, return receipt requested and any product or part believed to be defective must be returned to manufacturer's plant at purchaser's cost within said one (1) year. Any legal action based on any claim against manufacturer for breach of warranty must be commenced within one (1) year after date of purchase: otherwise, said claim shall be barred, void and unenforceable.
- G. Manufacturer shall not be liable or responsible for any damages arising from injury in shipment, faulty installation, adjustments or repairs, exposure to excessive pressure, temperature or harmful chemicals or improper application or misuse or abuse of said products or parts and/or negligence of others.

DISCLAIMER OF LIABILITY

We do not assume responsibility and expressly disclaim liability for loss, damage, or expense arising out of or in any way connected with the handling, storage, use, or disposal of the product.