

LIMITED WARRANTY

Facility Name:

SFDEC Job #:

Warranty Effective Start Date:

Warranty Effective End Date:

A. **Warranty, Repair and Replacement.** SFDEC warrants that, for a period that is the shorter of (A) twelve (12) months for any given product, beginning on the date such product is registered with or reported to SFDEC by buyer, or (B) (18) months from the date of shipment by SFDEC. During the warranty period SFDEC warrants such goods materially conform to SFDEC's standard specifications (which are subject to change by SFDEC at any time and without notice) and that such goods will be free from defects in material and workmanship. This limited warranty does not obligate SFDEC to provide free service during the limited warranty period to correct breakage, maladjustments, or other defects arising out of (i) any use, inclusion or incorporation of component parts not manufactured by SFDEC with or into SFDEC's products, or (ii) presence foreign debris, abuse, misuse, improper or inadequate installation, maintenance or care of such goods by the distributor, any customer or any third party. This limited warranty extends only to and is for the sole benefit of the buyer and is not assignable or transferable. **THIS LIMITED WARRANTY DOES NOT APPLY TO ANY GOODS THAT HAVE BEEN TAMPERED WITH OR OTHERWISE ALTERED IN ANY MANNER AFTER SHIPMENT, INCLUDING, WITHOUT LIMITATION, BY THE USE, INCLUSION, OR INCORPORATION OF ANY COMPONENT PARTS NOT MANUFACTURED BY SFDEC WITH OR INTO SUCH GOODS.** All claims under this limited warranty must be made in writing and must (along with the goods claimed to be defective) be physically received by SFDEC within thirty (30) days after expiration of the limited warranty period or will be barred. Upon receipt of a timely claim to which this limited warranty applies, SFDEC will, at no charge to buyer, inspect the goods claimed to be defective and, at SFDEC's option, repair or replace the goods or parts thereof, that SFDEC determines to be defective; provided that if SFDEC, in its sole discretion determines that such repair or replacement will be ineffective, SFDEC may, upon return of the defective goods by buyer to SFDEC, refund to buyer the amount of the purchase price previously paid to SFDEC for the defective goods. Inspection of goods claimed to be defective shall, at SFDEC's option, be performed at SFDEC's plant or at such other place as SFDEC may designate, and in such event, buyer shall bear the cost of freight for returning defective goods to SFDEC's plant or to such other place as SFDEC may designate.

B. **WARRANTY/LIABILITY DISCLAIMER.** EXCEPT THE LIMITED WARRANTY SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, SFDEC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE GOODS AND SFDEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, PERFORMANCE, COMPLIANCE OF THE PRODUCT TO ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERTO, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. In no event shall the limited warranty expressed herein apply to any damage to SFDEC's products resulting from acts of god, floods, natural disasters, wars, riots, or other outside forces beyond SFDEC's control. **SFDEC'S LIABILITY FOR ANY LOSS OR DAMAGE PURSUANT TO THIS LIMITED WARRANTY OR ARISING OUT OF OR RESULTING FROM ANY BREACH OR DEFAULT BY SFDEC IN CONNECTION WITH THE SALE OF GOODS HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE THEREOF, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND IN NO EVENT SHALL SFDEC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO, ANY BREACH OF EXPRESS OR IMPLIED WARRANTY, OR CLAIMED DEFECT IN, OR NON-PERFORMANCE OF SFDEC'S PRODUCTS.** No representative of SFDEC, nor any of SFDEC's distributors or dealers, is authorized to modify this section or to issue any warranty, oral or written, regarding goods delivered hereunder on behalf of SFDEC.