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3324 N. San Marcos Pl., Chandler, AZ 85225

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## **Filconn Warranty Statement**

1. Seller warrants that each new product sold will conform to Seller's technical data or will conform to technical data agreed upon in writing by both Seller and Buyer prior to the sale of such product. Seller's sole obligation and liability under this warranty is limited to the repair or replacement at its factory, at its option, of any such product which proves to be noncompliant to the relevant specifications within one (1) year after the date of delivery to the and is confirmed to be noncompliant by the Seller's evaluation.
2. Buyer shall inspect and accept any products delivered immediately after Buyer receives products. In the event the products do not meet the specifications or drawings, Buyer shall notify Seller in writing of such non-compliance and give Seller a reasonable opportunity to correct the noncompliance. Seller shall not be obligated or liable under this warranty for defects which are related to tampering, misuse, neglect, improper storage or handling, normal wear and all cases where the products are disassembled by persons other than are authorized by Buyer.
3. Products for warranty consideration shall be returned with all transportation charges prepaid to Seller in shipping containers which are adequate to prevent loss or damage in shipment. Products repaired or replaced under this warranty are warranted for the unexpired portion of the original warranty, or an additional six months, whichever is longer. Products returned to Seller for repair under this warranty remain the property of Buyer and, unless agreed to by Seller, Buyer will not debit Seller for the product value.
4. The liability of the Seller for all claims whether based on product performance, product liability, negligence or breach of contract or any other claim shall not exceed the purchase price of the original part which is claimed defective. In no event will the seller be liable for any additional costs associated with the claimed defective product. To include but not be limited by: loss of profit, cost of rework, loss of use or negligence however caused.

5. **LIMITATION OF LIABILITIES. BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.**
6. Buyers and Customers are solely responsible for confirming that all products purchased under this or other agreements are installed and used in accordance with all applicable rules/codes/regulations.
7. Seller disclaims any and all liability, whether under this warranty or otherwise, for, and buyer shall defend, indemnify and hold harmless seller, its officers, agents and employees against all expense, loss, attorneys fees, costs, damages and liability arising from any failure of its products which is caused by, in whole or in part, the use in or with products or component parts not manufactured by Seller, or by an alleged defect related to design or manufacturing specifications supplied by Buyer.