



*Beltservice Corporation*

## **LIMITED WARRANTY & LIMITATION OF LIABILITY**

Manufacturer warrants for a period of one (1) year after the date of delivery that products manufactured by it will be free from defects (within normal industry allowances) of material and workmanship when properly installed and used for the purpose for which they were sold by Manufacturer and operated under normal service conditions. Normal wear and deterioration are excluded from this limited warranty. Manufacturer does not warrant products which have been subject to misuse, negligence, carelessness, accident, overloading, improper maintenance, service adjustments, improper actions by someone other than Manufacturer, alterations, modifications or replacements. This warranty does not apply to normal maintenance, service adjustments or replacements. No modification to this warranty shall be made upon our receipt or acknowledgement of a purchase order containing additional or different terms. THE WARRANTIES STATED HEREIN AND IN OUR INVOICE STANDARD TERMS OF SALE ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR CONDITIONS WHETHER ORAL, WRITTEN, IMPLIED, EXPRESSED, STATUTORY, OR ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Manufacturer's liability for products is limited to, at Manufacturer's option, either (i) the repair or replacement without charge of defective products or any parts found by us to be defective during the warranty period or (ii) a refund of an equitable portion of the net purchase price of products found to be defective during the warranty period. The products must be returned to Manufacturer, transportation charges prepaid and accompanied by a claim in writing. MANUFACTURER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE NET PURCHASE PRICE PAID BY A BUYER AND UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR DAMAGES RELATING TO SUPPLY, PAY FOR LABOR, DOWNTIME OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING MANUFACTURER'S LIABILITY.