

WARRANTY POLICY

GOODS AND SERVICES SOLD BY ADVANCED CONTROL SOLUTIONS & AUTOMATION, INC. OR ITS AFFILIATED COMPANIES ("SELLER") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF SALE AVAILABLE UPON REQUEST AND ON SELLER'S WEBSITE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

WARRANTY

Services performed directly by SELLER

SELLER warrants, for a period of ninety (90) days from the date of performance, that all services directly performed by it will be performed in accordance with applicable industry standards prevailing at the time of performance. If any of the services do not comply with the foregoing warranty and Buyer notifies SELLER in writing within ninety (90) days of the date of SELLER's performance, SELLER's sole responsibility shall be to re-perform the nonconforming service or refund the price allocable to the non-conforming service, at SELLER's option.

Services performed by others

Services provided by third-party contractors are subject only to such warranties as are extended by the third-party contractor. SELLER will provide all reasonable assistance to Buyer in obtaining the benefits of applicable third-party contractors' warranties.

Goods manufactured by SELLER

SELLER warrants that all goods, materials and components (hereinafter collectively "Goods") manufactured directly by SELLER will be free from defects in material and workmanship under normal use and service, provided that Goods are returned to SELLER for inspection within one year of the date of shipment to Buyer. SELLER's obligation is limited to the repair or replacement of any such Goods found to be defective in material and workmanship pursuant to this Warranty Policy. Buyer is responsible for maintenance and use in accordance with SELLER's instructions and industry standards.

Goods manufactured by others

SELLER warrants that all Goods manufactured by others are sold only with such warranties as may be extended by the manufacturer of the Goods. SELLER will provide all reasonable assistance to Buyer in obtaining the benefits of applicable manufacturers' warranties.

Warranty Exclusions

The above-referenced warranties are only extended to Buyer, and not to Buyer's customers, and do not cover Buyer-furnished or selected designs, Goods equipment, specifications, or services, and do not apply to any SELLER Goods or services or parts thereof which SELLER determines: (1) to have been improperly installed or repaired; (2) to have been altered or modified in any way; (3) to have been subjected to misuse, abuse, excessive external forces, negligence or accident; (4) to have been installed, stored, used, or operated in a manner contrary to manufacturer's instructions, specifications and drawings, outside the specified design conditions, or not used in accordance with normal operating and maintenance instructions or industry standards; (5) are purchased as used Goods, a prototype or a sample; or (6) resulted from normal wear and tear, corrosion or erosion. Each of the foregoing shall act to void any existing warranty and could result in property damage and/or personal injury.

EXCEPT TO THE EXTENT EXPRESSLY AGREED BY SELLER IN A SEPARATE WRITING WHICH FULLY OUTLINES BUYER'S SPECIFIC APPLICATION CONDITIONS AND PERFORMANCE PARAMETERS, ALL OF WHICH SHALL BE DISCLOSED AND CERTIFIED BY BUYER IN WRITING, SELLER SHALL NOT BE RESPONSIBLE FOR DESIGN (INCLUDING FAILURE TO WARN), BUYER'S SPECIFICATIONS, OR USE OF GOODS, INCLUDING WITHOUT LIMITATION, USES THAT ARE NOT APPROVED BY SELLER OR APPLICABLE GOVERNMENTAL AGENCIES, OR USES THAT DO NOT CONFORM TO APPLICABLE WARNINGS AND INSTRUCTIONS.

LIMITATION OF LIABILITY

SELLER takes no responsibility for Goods selection, operation, and use, regardless of any recommendations or suggestions made by the SELLER. Buyer shall make selections based upon its own analysis with regard to function, material compatibility, fitness for use or intended purpose, and Goods ratings. Any such analysis, including testing, shall be the sole responsibility of Buyer. Proper installation, operation, and maintenance are solely the responsibility of Buyer or its customer. Any specifications listed in SELLER's datasheets, catalog and website are for reference only and are subject to change without notice. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR CONNECTED WITH ANY GOODS OR SERVICES SUPPLIED HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE OF GOODS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INDEMNITY) OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH GOODS OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT.** This limitation of liability reflects a deliberate and bargained-for allocation of risks between SELLER and Buyer and constitutes the basis of the parties' bargain, without which SELLER would not have agreed to the price or terms of this agreement. SELLER shall not under any circumstances, be liable for any labor charges without its prior written consent. **SELLER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INDEMNITY) OR OTHER GROUNDS FOR CONSEQUENTIAL, INDIRECT,**

INCIDENTAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES including, but not limited to, loss of profits or revenue, loss of use of Goods or associated Goods, cost of capital, cost of substitute Goods, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If SELLER furnishes Buyer with advice or other assistance regarding any Goods or services supplied hereunder, or any system or equipment in which any such Goods may be installed, and which is not required pursuant to this agreement, the furnishing of the advice or assistance will not subject SELLER to any liability, whether based on agreement, warranty, tort (including negligence or indemnity) or other grounds. Buyer agrees to defend, indemnify and hold SELLER harmless from any third party claims arising out of the use, resale, or lease of said furnished Goods or services.

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