

Warranty

Data Industrial Corporation ("Seller") of 11 Industrial Drive, Mattapoisett, Massachusetts 02739-0740, U.S.A., warrants to the original purchaser of its product that such product manufactured by Data Industrial Corporation shall be free from defects in materials or workmanship when installed, serviced and operated according to Data Industrial Corporation instructions or in other such normal use. This warranty is effective for a period of 12 months from the date of installation by the Purchaser or 18 months from the date of shipment by the "Seller" whichever occurs or terminates first. This limited warranty does not cover damage or loss resulting from corrosion or erosion caused by acids or other chemicals or by severe environmental conditions or negligent or improper installation or improper operation, misuse, accident, unauthorized repair or substitution of components other than those provided by the "Seller", and does not cover limited life components such as bearings, shafts, impellers where wear rate is a function of application and environment. Any component not manufactured by the "Seller" but included in its products shall not be covered by this warranty and is sold only under such warranty as the manufacturer may provide.

If Buyer or Purchaser wishes to make a claim hereunder, he shall send written notice of any defect within the warranty period, to "Seller" at the above address. "Seller" may at its sole option instruct Buyer to ship subject part, postage prepaid, to the "Seller" at above address or authorize a representative to inspect the part on site. "Seller" will at its sole option repair or replace any defective product covered by this warranty. If Buyer makes repairs or alterations to any product or part covered by this warranty without "Sellers" prior written approval, this warranty shall be null and void.

The foregoing shall constitute Buyers or Purchasers sole and exclusive remedy against "Seller", and no other remedy, including but not limited to, incidental or consequential damages for personal injury, loss of fluids, gases or other substances or for loss of profits or injury to property or person shall be available to the Buyer or Purchaser. The warranty extended herein shall be in lieu of any other implied warranty of merchantability or fitness for a particular purpose, and seller shall bear no liability for representatives or retail sellers. In no event shall Data Industrial Corporation be liable for any contingent, incidental, or consequential damage or expenses due to partial or complete inoperability of its product.

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