

WARRANTY AND DISCLAIMER

Deltrol Controls warrants each product manufactured to be free from defects in material and workmanship under normal use conditions within one (1) year from the date of manufacture. Exclusions to this would be normal wear & tear items, such as seals, that are greatly affected by environmental conditions and may need to be serviced or replaced in less than a year. The purchaser must give notice of any defect within the one (1) year period, return the product intact, and prepay transportation charges. The obligation of Deltrol Controls under this warranty is limited to repair or replacement at the factory. This warranty shall not apply to any product which is repaired or altered outside of the Deltrol Controls factory, or which has been subject to misuse, negligence, accident, incorrect wiring by others, or improper installation. The purchaser is ultimately responsible for determining a products suitability for particular application.

This warranty is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. The remedy provided for under the terms of the warranty is the exclusive remedy of the purchaser. Under no circumstances will Deltrol Controls be responsible for other direct, incidental or consequential damages.

TERMS AND CONDITIONS

All offers to purchase, quotations, and contracts of sale are subject to final acceptance by us at our office at Milwaukee, Wisconsin and shall be and constitute a Wisconsin contract, governed by the law of Wisconsin.

Delivery dates set forth are based on scheduled production. The seller shall be under no liability for failure to make deliveries where such failure may be due to fires, strikes, accidents, acts of God, labor or transportation difficulties, inability to obtain deliveries of material or other causes beyond its reasonable control.

After we have begun work or ordered any materials or made any other commitments pursuant to this order, it may be terminated or cancelled only with our written agreement providing for equitable cancellation charges. Such charges are to reimburse us for completed items at the order prices and for "work in process" at the order price less our cost to complete.

The warranty is in lieu of all other warranties, expressed or implied, statutory or otherwise. DELTROL CONTROLS neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its products.

Clerical errors are subject to correction.

Merchandise not returnable without our permission.