

# **WARRANTY AND LIMITATION OF LIABILITY**

## **WARRANTY**

Skillplex (the "Company") warrants to the first end user Buyer that the Products and Parts thereof, when shipped, will be free from defects in materials comprising the same and in the Company's workmanship. If any such defects exist or later appear, the Company shall undertake, at its sole expense, prompt remedial action as stated herein to correct the same; provided however, that the Company shall have no obligation or liability under this Warranty unless it shall have received written notice specifying such defect no later than one (1) year from the date of shipment. Remedial action under this Warranty shall require only that the Company, at its option, repair or modify the Products or Parts thereof, replace the same including all labor and transportation charges.

Products, or Parts thereof, manufactured by others are warranted hereunder only to the extent of such manufacturer's warranty to the Company.

Since after shipment, the Products and Parts thereof are under the sole control of the Buyer, this Warranty is subject to, and shall be applicable only if, the following conditions are met:

- a. The Company's instructions as to installation, operation and maintenance have been followed;
- b. The Products and Parts thereof have been used under normal operating conditions or under such conditions as hereinbefore specified by the Company, or specified by the Buyer and agreed to in writing by the Company;
- c. The Products and Parts thereof have been properly erected, installed, operated and maintained and have not been affected by misuse, neglect or accident;
- d. The Buyer has not attempted or performed corrective work or change on the Products and/or Parts thereof without the Company's prior written consent as to the nature and expense thereof;
- e. The Company shall have received notice of any defect no later than thirty (30) days after the Buyer first had knowledge of the same.

## **LIMITATION OF LIABILITY**

THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER IN ANY EVENT FOR PAYMENT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURY TO ANY PERSON OR PROPERTY. BY ACCEPTING THE PRODUCTS AND/OR PARTS THEREOF, THE FIRST END USER BUYER OR SUBSEQUENT USER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR INDEMNIFICATION OR CONTRIBUTION (IN WHOLE OR IN PART) EITHER EXPRESSLY OR BY IMPLICATION.

IF FOR ANY REASON ANY OF THE FOREGOING PROVISIONS SHALL BE INEFFECTIVE, THE COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ITS MANUFACTURE OR SALE OF ITS PRODUCTS OR PARTS, OR USE THEREOF, WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FULL PURCHASE PRICE OF SUCH PRODUCTS AND PARTS THEREOF.

Any action against the Company based upon any liability or obligation arising hereunder or under any law applicable to the sale of its Products or Parts thereof, or the use thereof, must be commenced within one (1) year after the cause of such action arises.