

LIMITED WARRANTY
SARICA MANUFACTURING COMPANY LTD

Sarica Manufacturing Company Ltd (“Sarica”) warrants solely to the original buyer that, upon delivery and during the entire Warranty Period specified below the goods manufactured and provided by Sarica (“Goods”) will be free from defects in workmanship and labor. Sarica makes no warranty that build-to-print Goods will not infringe any patent, published patent application, or other intellectual property rights of any third party.

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SARICA MAKES NO WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY AGREEMENT BETWEEN THE PARTIES, IN NO EVENT WILL SARICA BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, BUSINESS INTERRUPTION, OR LOSS OF OPPORTUNITY ARISING OUT OF OR RELATING TO THE GOODS OR ANY AGREEMENT BETWEEN THE PARTIES OR BREACH THEREOF, AND IN NO EVENT SHALL SARICA’S LIABILITY TO BUYER OR ANY THIRD PARTY EXCEED THE AMOUNTS RECEIVED BY SARICA FOR THE GOODS IN THE SIXTY (60) DAY PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The Warranty Period will be for a period of six (6) months from the date of delivery to the original buyer. Claims for breach of warranty accrue at the time of delivery.

The buyer's exclusive remedy for any breach of this warranty shall be, at Sarica's sole option, repair or replacement by Sarica at the facility of original manufacture or return or credit a pro rata amount of the purchase price of the applicable defective Good which is returned to Sarica’s factory within the warranty period at buyer’s expense, and which upon examination Sarica determines in its sole discretion to be defective in workmanship or labor. Sarica may, at its option, repair Goods which are outside the Warranty Period or otherwise excluded from warranty coverage, on mutually agreed prices and terms and conditions.