

RKB Europe SA
Limited Warranty
Edition December 2007

Limited Warranty and Limitation of Liability: RKB Europe SA, for itself and its related companies and subsidiaries (hereinafter described collectively as "RKB"), warrants that all RKB products sold will be free of defects in materials and workmanship for a period of twelve (12) months from date of delivery. The foregoing twelve (12) month warranty shall not be extended or changed by RKB furnishing any replacements, additions, attachments, accessories or repairs to the product subsequent to the date of delivery or acceptance. The foregoing warranty is the sole and exclusive warranty of RKB regarding the product.

Disclaimer of other warranties: other than the foregoing warranty, there are no express or implied warranties or any affirmations of fact or promises by RKB with respect to the product. RKB disclaims any warranties, express, implied or statutory, not specifically set forth above. Without limiting the generality of the foregoing, RKB expressly disclaims any implied warranties of merchantability, fitness for any particular purpose, infringement or any representations of fact or quality not expressly set forth herein.

Limitation of liability and remedies: RKB's sole responsibility and liability incurred as a result of the sale and/or use of the product, and the purchaser's exclusive remedy against RKB under any warranty shall be limited to the repair or replacement, at RKB's option, of product components not conforming to the warranty. The total liability of RKB shall in no event exceed the amount actually paid to RKB by purchaser with respect to the product. This limitation of remedy is intended by the parties to survive even if the remedy is claimed to have failed of its essential purpose. Purchaser's full and complete performance of all obligations of purchaser recited in this agreement is a condition precedent to RKB's warranty obligations and liabilities herein.

Purchaser's damages and limitations: in no event shall RKB be liable to purchaser, its assigns or agents, for economic loss, incidental or consequential damages, in contract or in tort, including but not limited to, any damages for lost profits, down-time, lost production, failure to meet purchaser's sales contracts, or defects in purchaser's materials or workmanship arising directly or indirectly from the use of the product.

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