

Gammex Product Warranty

WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

The Products are covered by the warranty set forth in the following paragraphs.

The warranty is extended only to the purchaser of the Products directly from Seller (or an authorized dealer of Seller) as new merchandise. For a period of twelve (12) months from the date of original delivery to Buyer, the Products are warranted to be free from functional defects in materials and workmanship, provided they are operated under condition of normal use, and that repairs and replacements are made in accordance herewith. Seller does not warrant bulbs. The foregoing warranty shall not apply to Products that have been disassembled, altered or repaired (other than proper replacement bulbs) other than by Seller or if the Product has been subject to abuse, misuse, negligence or accident.

Seller's sole and exclusive warranty obligation and Buyer's sole and exclusive warranty consists of Seller, at its option, repairing or replacing free of charge Products: (a) which contain a defect covered by the above warranty; (b) which are reported in writing to Seller not later than seven (7) days after the expiration of the twelve month warranty period; (c) which are returned to Seller promptly after discovery of the defects; and (d) which are found to be defective by Seller upon Seller's examination. Buyer shall pay all transportation charges. Seller shall not be otherwise liable for any damages, including, without limitation, loss of profits or overhead, reimbursement, personal injury or property damage. The aforesaid warranty obligation of seller constitutes its sole liability, and under no circumstances, shall the maximum liability of seller under any legal theory (e.g. Contract, warranty, negligence, promissory, estoppel, strict liability, misrepresentation, tort) and for any reason whatsoever (e.g. Defect, delay or otherwise) exceed the purchase price of the defective part, regardless whether the claim is asserted by buyer or any other person or entity. The liabilities of seller, as above set forth, shall not be extended because of advice given by it in connection with the design, installation or use of the products or parts thereof.

There are no express or implied warranties which extend beyond the warranties set forth above. Seller makes no warranty of merchantability or fitness for a particular purpose with respect to the products or any parts thereof.

This warranty is subject to change at any time without notice.

If you have any questions, please contact:

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