



WARRANTY LIMITATION OF LIABILITY

WARRANTY: Seller warrants its products delivered hereunder to be free from defects in materials and workmanship. This warranty shall run to the Buyer and/or its customers. The Liability of Seller hereunder is limited to replacing or repairing any part or parts, which have been returned to the Seller and which, are found to be defective. At Seller's discretion, Seller shall either replace or repair any part or parts, returned to Seller which, to Seller's satisfaction, are shown or found to be defective; provided that such part or parts are so returned to the expense of the Buyer within ninety (90) days after such defect is discovered. The Buyer and/or its customers shall pay all transportation costs and other handling costs incurred by the seller for all products returned. Seller shall have the sole right to determine if such parts shall be repaired or replaced. This warranty shall terminate one (1) year after delivery to Buyer. This warranty shall not apply to any product, which shall have been improperly installed or subjected to misuse or neglect, or which has been repaired or altered except by the Seller's accredited representative, nor to any product which has been subjected to accident. No warranty is given with respect to any apparatus, instrument, component or accessory not manufactured by the Seller. Such items will carry the AIRLINX Aircraft Services, Inc. Supplier's warranty. THE AFORESAID WARRANTIES ARE EXPRESSLY IN LIEU OF ANY AND ALL WARRANTIES OR REPRESENTATIVES EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY to the Buyer of the User of said products and no agreement extending this warranty will be binding upon Seller Unless in writing and signed by a duly authorized officer or representative.

LIMITATION OF LIABILITY: It is understood that any resultant contract/order will include FAR Clause 52.246-23 (a), Limitation of Liability. This clause is not intended to abrogate any rights that the Government retains under the Standard FAR Inspection clause.



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