

STB microtechniques sa

Standard warranty conditions

STB warrants for a period of one (1) year from the date of manufacture, STB products shall be free from material defects in workmanship and material and shall conform to applicable STB specifications.

If purchaser gives STB written notice during the warranty period that the products or any component thereof fails to comply in any material respect with the applicable warranty, STB shall make, or cause to be made, in the manner specified herein, all necessary repairs, corrections and/or replacements necessary to make the products comply with the warranty given hereunder. STB shall not be obligated to perform any services or repairs on the container on which the Products are mounted. Purchaser shall be responsible for the removal and reinstallation of all parts or components returned to STB for service.

The warranties contained herein shall not apply to any repairs, corrections or replacements caused by; (1) physical abuse of the product or any component or acts of vandalism by any persons other than STB, its employees, agents or subcontractors; (2) unless consented to by STB, alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than STB, its employees, agents, or subcontractors, in such a way that the alterations, modifications, or repairs have adversely affected the reliability or performance of the product or any component; (3) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the negligence of STB or its employees, agents, or subcontractors; or (4) damage to any component as a result of improper shipment of such components by Purchaser or its employees or agents.

Warranty Disclaimer: THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.

Remedy: Purchaser agrees that its sole and exclusive remedy against STB shall be limited to the repair and replacement of defective parts of the product, provided STB is promptly notified in writing of any defect. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as STB is willing and able to repair or replace the defective parts and, in any event, STB liability for any damages due Purchaser shall be limited to the purchase price of the product. THIS PARAGRAPH STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

Limitations on Actions and Liability: The statute of limitations applicable to all claims arising under this Agreement or otherwise shall be one (1) year from the date the claim accrues. STB shall not be liable for any loss, damage, or injury resulting from delay in delivery or installation of the product or for any failure to perform, which is due to circumstances beyond its control. The maximum liability, if any, of STB for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from STB's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, with respect to the goods, or any services in connection with the goods, is limited to an amount not to exceed the purchase price of the product. In no event shall STB be liable for any incidental, consequential, or special damages, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages. The right to recover damages within the limitations specified is purchaser's exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose.