



Warranty

Warranty and Duration

For a period of one year after installation, or fifteen (15) months from date of shipment from our plant, whichever is shorter, Avtron warrants the equipment, except as hereinafter provided, to be free from harmful defects in material and workmanship. Notwithstanding any other term or provision in this Warranty, the warranty provided herein shall terminate unless buyer notifies Avtron, in writing, of a breach hereof within the warranty period; any claims not made within such period are waived by Buyer. The warranty provided herein applies only if Buyer complies with all the other terms and provisions of this Warranty.

Uses of Equipment

The warranty provided herein applies only if the equipment has been used in a normal and proper manner under recommended conditions. Notwithstanding any advice or assistance given to the Buyer by Avtron or its suppliers concerning the equipment or its use, Avtron makes no express or implied warranties or representations, except as herein expressly provided, with respect to the equipment or its use, and Avtron shall not be liable in contract, warranty or tort (including, without limitation, for negligence or strict liability) as a result of such advice or assistance. In addition, unless otherwise agreed in writing signed by a duly authorized representative of Avtron, no equipment covered by this warranty is intended to be used in connection with any nuclear facility or activity, and if so used, Avtron disclaims any and all liability for any damage resulting therefrom.

Notification of Breach

When claiming a breach of this Warranty, Buyer must promptly (within 10 days from the date of the discovery of the defect) notify Avtron in writing.

Equipment Disposition

Upon notification of a claimed breach of this Warranty, Avtron, at its discretion, will either authorize the return of the defective equipment or part thereof (transportation costs to be prepaid by Buyer) or provide a suitable replacement or authorize the Buyer in writing to effect repairs at Avtron's expense. In the event that the equipment returned as authorized is found to be defective and Avtron elects to repair or replace said equipment, Avtron will pay the transportation costs associated with the return of said equipment to Buyer. Avtron shall not however be liable for any customs, tariffs, duties or taxes incurred in shipping equipment pursuant to this Warranty. These shall be the responsibility of the Buyer.

Option of Avtron to Repair or Replace Equipment or to Issue Credit

Avtron's sole obligation under this Warranty shall be, at the option of Avtron, to replace or repair any defective equipment or part thereof or to issue a credit with respect to the defective equipment equal to the purchase price thereof less depreciation.

Equipment Excluded From Warranty

The warranty provided herein specifically excludes equipment and components that Avtron purchases and resells as part of a system, product or spare part order. The warranties provided to Avtron by the manufacturers of the foregoing equipment and components will, to the extent possible, be passed on to the Buyer. Copies of such warranties, if on file at Avtron, will be made available for inspection upon the request of Buyer. Equipment such as, but not limited to, computers, CRTs, operator interface modules, monitors, etc., normally have a short warranty period and should be covered by a continuous service contract generally available from the original manufacturer at a reasonable cost. Consumable items including, but not limited to, lamps, filters, fuses and motor brushes are excluded from all warranties. Other items or components may be excluded from this warranty if so noted in the governing purchase order or contract.

Resale or Lease of Equipment

In the event that the Buyer resells or leases equipment purchased from Avtron, the Buyer shall obtain the signed written agreement of the purchaser or lessee thereof that Avtron's only liability with respect to said equipment is as set forth in this Warranty. In the event that the Buyer fails to obtain such a signed written agreement, the Buyer agrees to indemnify Avtron against any claims, demands, judgments, suits, costs, liabilities and expenses (including reasonable attorney's fees) incurred by Avtron as a result of such failure.

Unauthorized Repairs

Unless otherwise agreed in writing signed by a duly authorized representative of Avtron, if the Buyer has repairs or modifications made to equipment covered by this Warranty by a person other than an authorized Avtron service representative, Avtron shall not be liable for any expenses incurred in connection therewith and the warranty provided herein shall automatically be terminated.

Governing Law; Saving Clause

This Warranty is part of the terms and conditions of the sale of the equipment covered hereunder and shall be governed by and enforced in accordance with the laws of the State of Ohio. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Limitation of Liability

IN NO EVENT SHALL AVTRON BE LIABLE IN CONTRACT, IN TORT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY DAMAGE TO ASSOCIATED EQUIPMENT, DAMAGE OR INJURY TO PERSONS OR PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE OR TEMPORARY EQUIPMENT, DOWNTIME OR CLAIMS OF CUSTOMERS) ARISING OUT OF OR AS A RESULT OF BREACH OF WARRANTY, DEFECT IN MATERIAL OR WORKMANSHIP OR ANY OTHER OBLIGATION OF AVTRON HEREUNDER.

Disclaimer of All Other Warranties

THIS WARRANTY COMPRISES AVTRON'S SOLE AND ENTIRE WARRANTY OBLIGATION TO BUYER, ITS CUSTOMERS AND ASSIGNS IN CONNECTION WITH EQUIPMENT SOLD, ASSIGNED, LEASED OR OTHERWISE DEALT WITH BY AVTRON. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY EXCLUDED.

