

**LIMITED WARRANTY:** Wadsworth warrants that goods of its own manufacture are free from defects of material and workmanship at the time of shipment by Wadsworth and extending for a period of 12 months thereafter.

This limited warranty: (a) does not extend to goods subjected to misuse, neglect, accident, improper installation or alteration; (b) is in lieu of any and all other warranties, express or implied; (c) may be amended only by written instrument signed by a Wadsworth officer.

The sole liability of Wadsworth under this limited warranty is limited to replacing, repairing or issuing credit (at Wadsworth's sole discretion) for any good returned to Wadsworth during the warranty period.

Wadsworth's obligation shall be additionally conditioned upon (a) Wadsworth being promptly notified upon discovery of such defects by Buyer, (b) the good being returned to Wadsworth, transportation charges prepaid by Buyer, within 13 months from the date of shipment from Wadsworth, and (c) Wadsworth's examination of such unit revealing, to Wadsworth's sole satisfaction, that any defect has not been caused by misuse, neglect, improper installation, repair, alteration or accident.

Wadsworth extends no warranty of any kind to parts or components purchased by Wadsworth.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY LIMITATION, IN NO EVENT WILL (A) WADSWORTH BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE GOODS OR SERVICES, EVEN IF WADSWORTH KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) WADSWORTH'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE GOODS AND SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO WADSWORTH OR WADSWORTH'S AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR SIX (6) MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. WADSWORTH DISCLAIMS ALL LIABILITY OF ANY KIND OF WADSWORTH'S LICENSORS AND SUPPLIERS.**