

Standard Warranty

All statements, technical information and recommendations about Kapco products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All Kapco products are sold with the understanding that the Purchaser has independently determined the suitability of such product for its purposes. Kapco products are warranted to be free from defects in material and workmanship for either one year (or the period stated on the specific product information literature in effect at time of delivery, if longer) from date of shipment if said product is properly stored and applied. It is expressly agreed and understood that Kapco's sole obligation and Purchaser's exclusive remedy under this warranty, under any other warranty, express or implied, or otherwise, shall be limited to repair or replacement of defective product without charge at Kapco's plant or at the location of product (at Kapco's election), or in the event replacement or repairs is not commercially practical, to Kapco's issuing Purchaser a credit reasonable in light of the defect in the product.

Kapco's liability for defective products shall not exceed the purchase price paid therefore by Purchaser and in no event shall Kapco be responsible for any incidental or consequential damages whether foreseeable or not, caused by defects in such product, whether such damage occurs or is discovered before or after replacement or credit, and whether or not such damage is caused by Kapco's negligence.

No express warranties and no implied warranties, whether of merchantability or fitness for any particular use, or otherwise (except as to title) other than those expressly set forth above which are made expressly in lieu of all other warranties, shall apply to products sold by Kapco. Kapco specifically disclaims and excludes all other such warranties, no waiver, alteration, addition or modification of the foregoing conditions shall be valid unless made in writing and manually signed by an officer of Kapco.