



METALLURGICAL

HIGH VACUUM CORPORATION

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LIMITATIONS OF WARRANTY AND LIABILITY

1. **WARRANTY AND REMEDY:** MHV's warranty period is 12 months' equipment operation within 18 months from date of shipment from MHV or date of performance of service. During this period, MHV (Metallurgical High Vacuum Corporation) warrants to buyer that its services hereunder are performed in a good and workmanlike manner and that goods delivered hereunder are free from defects in materials and workmanship, except that materials or services furnished by MHV's suppliers or subcontractors are warranted by MHV only to the extent of the supplier's or subcontractor's express warranty to MHV. If, during such period buyer promptly notifies MHV in writing of any breach of such warranty and complies with any applicable warranty procedures of MHV, MHV shall, at MHV's option re-perform services, repair or replace any defective goods at MHV's plant (buyer to pay all transportation charges) or refund the price of the goods or services or part thereof which gives rise to the claim. MHV shall make no allowance for repairs or alterations made by the buyer, unless made with MHV's prior written consent. The foregoing shall constitute the sole and exclusive remedy of the buyer and the full liability of MHV for any breach of warranty. **THE FOREGOING IS EXCLUSIVE, AND IN LIEU OF, ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE OR FITNESS FOR PURPOSE.**

MHV makes no warranty with respect to:

- (A). Failures not reported to MHV within the warranty period specified.
- (B). Failure or damage due to negligence (other than that of MHV) accident, abuse, improper installation (other than installation made by MHV), improper operation, lubrication failure, or abnormal conditions of temperatures, moisture, dirt or corrosive matter. "Freezing" of labyrinth seals on blowers due to dirt is specifically not warranted.
- (C). Equipment which has been in any way tampered with, repaired or altered by anyone other than an authorized representative of MHV.
- (D). Equipment damaged in shipment.
- (E). Expenses incurred by purchaser in an attempt to correct or repair any alleged defect unless approved by MHV in writing.
- (F). Quality of product or process or manufacture on which equipment is used.

2. **LIMITATION OF MHV'S LIABILITY:** MHV's liability on any claim of any kind, including negligence, with respect to the goods or services covered hereunder, shall in no case exceed the price of the goods or services or part thereof which gives rise to the claim. In no circumstance, shall MHV be liable for special, incidental, or consequential damages, for anticipated or lost profits, loss of time or other losses incurred by the buyer or by any third party in connection with the goods or services covered by this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.