

January 2, 2015

StoneL Warranty Policy

1. Limited warranty. StoneL (Seller) will repair or replace without charge any product it finds to be defective within two years for mechanical and switch components, within five years for Axiom AX mechanical components (including pneumatics), and within five years for dual modules and c-modules after being shipped from StoneL. Seller warrants that all products will be free from defects in material and workmanship under proper and normal use and service for which such products are recommended for a period, as specified above, from the date of purchase. Seller, at its option, will repair, replace or adjust, free of any charge, any products returned intact, with Seller's prior consent, to the factory of the product's origin, transportation charges prepaid by Buyer, within the time frame specified above, and upon which examination proves not to be free from defects in material and workmanship. Seller shall not be liable for any breach by Seller of its warranty except as provided. This warranty does not apply to products that have been tampered with, altered, or repaired by any person other than an authorized agent of Seller. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. Seller shall have no other obligation or liability of any kind and it is further agreed and understood that the actual selling price for the goods herein described is consideration for the limitation of Seller's liability hereunder.

2. Limitations of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO ANY QUOTATION OR CONTRACT FOR THE SALE OF ANY PRODUCTS, OR FURNISHINGS, PERFORMANCE OR USE OF ANY PRODUCT SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OF SELLER, STRICT LIABILITY OR OTHERWISE. THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DIRECT DAMAGES TO ANYONE, IN CONTRACT OR IN TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTICULAR PRODUCT GIVING RISE TO THE LIABILITY. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS BUYER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT AS SET FORTH IN SECTION 1 THE PRODUCT FAILS OF ITS ESSENTIAL PURPOSE.