

# LIMITED WARRANTY AND LIABILITY

C.R. Laurence Co., Inc. ("CRL") warrants products of its manufacture to be free from defects in materials and workmanship in normal use for 12 months from the date of shipment (unless a shorter period is provided elsewhere in this document). CRL's obligation and buyer's exclusive remedy shall be limited to repair or replacement, at CRL's sole option, of defective parts within the warranty period, provided buyer gives CRL immediate written notice of such alleged defects, and, if requested by CRL, returns the defective parts to CRL's factory prepaid by buyer for CRL's inspection. The warranties contained herein are in lieu of any other warranty, expressed or implied, including any warranty of merchantability or fitness for purpose. CRL shall in no event be liable for consequential damages. Warranties hereunder shall not apply to any equipment that has been damaged by misuse, neglect, accident, or failure to perform maintenance. This warranty shall be null and void (1) if the machine is used in a manner contrary to instructions or after malfunction is noticed; (2) if the buyer does not honor terms of payment; (3) if the machine is modified or altered; (4) if the machine has been damaged by forces beyond the control of the customer or CRL, i.e. Acts of God.

## EQUIPMENT RESOLD BY CRL

In the case of equipment furnished by CRL but not of CRL's manufacture, CRL's liability to buyer hereunder is limited to such warranty as the manufacturer makes to CRL, but in no case greater than 12 months from date of shipment by CRL.

#### LIMITATION OF LIABILITY

CRL's sole remedy shall be repair or replacement of defective product. In no event shall CRL be liable for any other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to persons or property or any other incidental or consequential loss) or punitive damages. The refund or replacement shall constitute the limit of CRL's liability and obligation for any material defect or defect in workmanship.

#### **DISPUTE RESOLUTION**

Any dispute between the customer and CRL shall be settled by arbitration between the parties. Under the rules of the American Arbitration Association, Chicago, Illinois such arbitration shall take place in Chicago within 90 days after a request for arbitration has been filed by one of the parties. Both parties irrevocably consent to jurisdiction in Cook County, Illinois.

#### LAW

All contract and other claims (whether based on contract, tort, equity, treaty, or code) with respect to the products sold, and all claims with respect to the operation and use of the products, shall be governed by and construed in accordance with the laws of the state of Illinois. The sales contract shall not be governed by the United Nations Convention on contracts for the International Sales of Goods.

### INVALIDITY OF PROVISIONS

If any provisions of these terms and conditions are held to be invalid, illegal or unenforceable, the remaining provisions of these terms and conditions shall not in any way be affected or impaired.

## C.R. Laurence Co., Inc.

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