



Incab America LLC
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INCAB AMERICA LLC STANDARD WARRANTY

1. WARRANTY AND DISCLAIMERS OF WARRANTY

Incab America LLC warrants to Buyer that the goods supplied hereunder will be free from defects in material and workmanship under normal and proper usage for a period of three (3) years from the date of shipment by Incab America LLC. The foregoing warranty will not cover and Incab America LLC makes no warranties with respect to (i) any goods subjected to abuse, misuse, misapplication, neglect, alteration or accident; to improper and incorrect installation or maintenance; or to abnormal conditions of use, temperature, moisture, dirt or corrosive matter; (ii) any materials, parts, goods or other components that are manufactured by someone other than Incab America LLC; and (iii) any goods damaged as a result of war, civil unrest, natural disaster or acts of God.

The foregoing warranty is exclusive and in lieu of all other warranties, whether expressed, implied or otherwise arising by operation of law, trade, usage or course of dealing, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Buyer agrees to provide Incab America LLC with written notice of any breach of the above warranty within thirty (30) days after Buyer discovers, or should have discovered, the alleged breach. Time is of the essence herein, and Buyer's failure to provide written notice to Incab America LLC within the required time of any alleged breach of the foregoing warranty will release and discharge Incab America LLC from any obligation or liability for that breach of warranty. The foregoing warranty extends only to Buyer and to no other person.

2. REMEDIES AND LIMITATIONS ON REMEDIES

In the event of any material breach of the above warranty, Incab America LLC will, at its sole option, credit Buyer's account or repair any defective goods or furnish a replacement part or goods, all subject to Buyer providing written notice of the alleged breach within the time required.

The remedies set forth herein shall be the sole and exclusive remedies available to Buyer so that Incab America's credit of Buyer's account or repair or replacement is a fulfillment of all Incab America's obligations. Incab America shall not be liable for any consequential, or incidental damages of any kind, nor under any circumstance shall Incab America be liable for damages beyond the price of the goods purchased by Buyer, whether in contract, in tort or under any warranty or other use.

If requested by Incab America LLC, the goods alleged to be defective will be returned to Incab America LLC at its direction and expense, for examination. No goods are to be returned to Incab America LLC without its prior written authorization. If Incab America LLC discovers that any goods so returned are not covered by the foregoing warranty, Incab America LLC reserves the right to charge Buyer for all transportation costs and expenses incurred by Incab America LLC in examining, processing or handling such goods. Any controversy or claim arising out of or relating to this contract or the breach hereof, must be commenced within one (1) year after the cause of action has accrued.