

Limited Warranty

Seller warrants to Purchaser for a period up to 3 years from the date of the invoice that the goods purchased under this purchase order will be free from defects in materials and workmanship. This warranty applies to normal recommended use and service. No other express or implied warranty is made with respect to the goods purchased hereunder. No sample, model or description of the goods shall create a warranty that the goods described in the invoice will conform to the sample, model or description. Seller's sole obligation under this Limited Warranty, and Purchaser's sole remedy, shall be to repair or replace, at Seller's option, any defective parts returned to Seller with Seller's approval, freight collect, within 3 years from the date of the invoice. Any liability of Seller to Purchaser arising out of or in connection with the sale, delivery or use of the goods described in this invoice shall not, in any case, exceed the purchase price of the goods furnished hereunder.

Disclaimer of Certain Warranties

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE DESCRIBED IN PARAGRAPH 1, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING OR USAGE IN TRADE. SELLER MAKES NO WARRANTY (EXPRESS OR IMPLIED) THAT THE GOODS ARE SUITABLE OR FIT FOR ANY END USE OR SPECIFIC PURPOSE, AND SELLER SHALL NOT BE LIABLE FOR RESULTS OBTAINED BY THE USE OF GOODS WHETHER USED SINGLY OR IN COMBINATION WITH OTHER PRODUCTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL NOT BE LIABLE FOR NORMAL MANUFACTURING DEFECTS NOR FOR CUSTOMARY VARIATIONS FROM SPECIFICATIONS. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Initial Notification and Return Goods Authorization Number

An "OEM" customer must notify Moeller Marine in writing within 5 business days of becoming aware of any potential warranty claim involving a Moeller Marine product at the following address:

Moeller Marine Products
801 N. Spring Street
Sparta, TN 38583
Attention: Quality Assurance

All return products require a "Return Goods Authorization Number" ("RGA"). An RGA number can be obtained from Moeller Marine Products, Sparta, TN (800.432.8344). Moeller Marine must be notified in writing within 10 business days at the above address after any other customer becomes aware of a potential warranty claim involving a Moeller Marine product.

Return of Goods; Freight Cost

Only Moeller will designate and contact the freight carrier for the return of defective product. Moeller will only accept freight on a collect basis. If the product is not determined to meet the warranty criteria, the customer may be charged back the freight cost.