

LIMITED WARRANTY AND LIABILITY

Vendor's products are guaranteed against defects resulting from faulty workmanship or materials, subject to the limitations, exceptions, disclaimers and conditions stipulated hereunder or specified with respect to particular products and posted, updated or amended on the Vendor's website or stipulated in the product literature.

Vendor's entire liability (and purchaser's entire remedy) on any claim arising out of the sale of the products or its replacement of defective goods, shall be limited to the purchase price of the products that are proven to be defective and the costs of transport. This warranty does not extend to, and is voided by, any modification or altering of the product, have not been used in more than one installation, abnormal operating conditions, misalignment of product, UV degradation, incompatible lubricants, unusual pressure surges or pulsation, water hammer, temperature shocking or fouling, or because of misuse, abuse, accident or damage in transit, improper handling or installation not in accordance with recommended practices or codes, acts of nature such as earthquakes, fire, flood or lightning or any other event of force majeure.

If the products sold to purchaser fail to conform to this limited warranty, purchaser must give the vendor written notice of such non-conformance, within 30 days of the time when the defect was or should have been discovered, but not later than one year after the receipt of the products in any event, or the purchaser waives any warranty claim or any other claim with respect to the products.

Purchaser agrees that neither vendor nor vendors officers, directors, managers, employees, agents, distributor or representatives shall under any circumstances be liable (a) for any other damages, direct, incidental, special, indirect or consequential, whether resulting from vendors negligence or otherwise, resulting from or in connection with products sold to purchaser, nor (b) for any claims, actions, suits and proceedings which may be instituted in respect to the foregoing, including claims, actions, suits and proceedings made by subsequent owners and users of the products, nor for strict liability or other tort, nor (c) for lost revenues or earnings, lost profits, lost opportunities, cost or delays, lost good will or reputation, or punitive or exemplary damages, if it is found that this remedy fails of its essential purpose, sellers liability shall nonetheless be limited to a refund of the purchase price of the product, and transportation costs. The exclusion of consequential damages shall be deemed independent of, and shall survive any failure of the essential purpose of any limited remedy.

Vendor shall have the right to modify at any time the design of the products or materials used therein without any liability, except to the extent that any such modifications would breach any specifications, standards or design requirements that have been agreed upon in writing between the vendor and the purchaser. The vendor disclaims any liability or responsibility for (a) labour, materials and/or other expenses required to replace the defective product or to repair any damage resulting from the use thereof (b) for the purchasers calculations, product drawings or engineering design specifications (c) regarding the accuracy of any plans, drawings or specifications furnished to the purchaser as part of the sale of any of the vendors products (d) for loss or damage resulting from failure to abide by the manufacturer's warnings, safety instructions or other precautionary guidelines.

Vendor makes no warranty other than the limited warranty given above. Which is the sole and exclusive warranty given by the vendor. This limited warranty and remedy is expressly in lieu of any and all other express or implied warranties, including statutory warranties, and excludes any implied warranty of merchantability of fitness for a particular purpose. Purchaser's purchase of the product is irrevocable and purchaser has decided that the standard of the product is fit for the purchaser's purpose.

For the full Terms and Conditions of Sale please the website at [www. galaxyplastics.com](http://www.galaxyplastics.com).



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