



### **Warranty**

Seller expressly warrants that it will convey good title to all goods furnished hereunder. Seller is a distributor, and not the manufacturer of goods. Accordingly, any expressed warranty is that of the manufacturer(s) only and not that of Seller. Seller agrees to use its best efforts to cause its manufacturer(s) to furnish goods that will conform to specifications and appropriate standards, will be free from patent infringement, and will be merchantable. Seller hereby assigns to Participating Member any warranties provided by the manufacturer(s) to Seller.

### **Remedy**

Should the goods fail to meet any manufacturer's warranty, then upon notification thereof and substantiation that the goods have been stored, installed, maintained and operated in accordance with manufacturer's recommendations and standard industry practice, Seller shall assist Participating Member in obtaining suitable repair or replacement, or other remedy, as provided in manufacturer's warranty, if any.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY FROM SELLER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT AS TO TITLE.

**Claims:** In the event of claims or damages, Member shall contact their local distributor for immediate attention and correction.