

# Limited Warranty

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HUMPHREY PRODUCTS warrants its products to be free from defects in workmanship and/or material for one (1) year or one (1) million cycles, whichever comes first, from the date of manufacture.

Manufacturer (Humphrey) shall have no liability under the warranty or otherwise if:

- The product is not inspected within ten (10) days after delivery;
- The product is used other than in accordance with current operating instructions;
- The product is subjected to any abuse or abnormal or unintended use or application;
- A claim in writing under this warranty is not presented to Humphrey Products at the Kalamazoo address on or before ninety (90) days after any alleged defect was first known or could reasonably have been known, whichever is sooner, or;
- The product is not returned unaltered to Humphrey Products within such ninety (90) day period for inspection. Any warranty extends only to the "first level user" of the product.

**Limitations:** Manufacturer's liability shall be limited to:  
1. product replacement, 2. product repair, or 3. a refund of the product purchase price F.O.B. point of manufacture, and as Manufacturer, at its option may elect. The above remedies shall be Buyer's exclusive remedies for any and all loss or damage claimed by or through Buyer from any cause whatsoever including, without limitation, inability to supply product, errors or delays in shipment, Manufacturer's negligence, or any other matter. Manufacturer shall not be liable for any incidental, special, or consequential damages.

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