

WARRANTY

Kinetics Noise Control (KNC) warrants to the original purchaser that all products are free from defects in material or workmanship for one year from the date of shipment by KNC which are used under normal working conditions. Any product which is portable must be returned to the factory prepaid, and which upon examination appears to KNC's satisfaction to be defective shall be repaired or replaced at KNC's option. Any repairs or expenses made outside of KNC's factory are for the customer's account unless KNC has given written approval.

"THE FOREGOING WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, SPECIFICATIONS, WARRANTIES, AND REMEDIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIED OR INTENDED PURPOSE, THE REMEDY SPECIFIED REPRESENTS THE SOLE LIABILITY OF KNC AND THE SOLE REMEDY OF THE PURCHASER WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT OR SERVICES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE."