



B A S T I A N

Supplier Warranty Information

Buckhorn Inc.

55 West TechneCenter Drive
Milford, Ohio 45150
Ph: (513) 831-4402
Fax: (513) 831-5474



LIMITED LIABILITY

ALL PRODUCTS SOLD BY SELLER ARE WARRANTED FOR A PERIOD OF ONE YEAR (3-YEAR LIMITED WARRANTY ON BULK BOXES AND PALLETS) FROM THE DATE OF SHIPMENT TO THE ORIGINAL BUYER TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE.

Seller's liability under this warranty is limited to the cost of the repair or replacement of any products which fail to comply with foregoing warranty, or refund of the purchase price therefore, at Seller's option, and in no event shall Seller be liable for any consequential damages claimed as a result of any breach of the foregoing warranty. This warranty is contingent upon Buyer's compliance with Seller's Customer Claim Procedure. THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIABILITY LIMITATION

IN CONSIDERATION OF THE EXPRESS WARRANTY AND OTHER TERMS HEREIN CONTAINED, BUYER AGREES THAT BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY ON ANY CLAIM, WHETHER TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO REIMBURSEMENT OF THE PURCHASE PRICE AND NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL LOSS OR DAMAGE) SHALL BE AVAILABLE TO IT, IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY SELLER. SHALL SELLER HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT GOODS IN QUESTION.