

TERMS OF SALE & WARRANTIES

Business Hours: 7:30 a.m. - 4:30 p.m. Monday through Friday (Pacific Time)

Retail Sales: We do not sell to individuals.

Azusa Engineering, Inc.
1542 Industrial Park St.,
Covina, CA 91722-3417

Limited Warranty On Goods Manufactured By Azusa Engineering, Inc.: Seller warrants to the original purchaser only that goods it manufactures will be of the kind and quality described in the invoice and will be free of defects in material or workmanship for a period of 90 days from the original date of the original buyer's purchase. After proper notification by the original purchaser as described below, and upon Seller's satisfaction that the goods have been stored, transported, installed, maintained and operated as required by Seller and in accordance with standard industry practice, Seller will, at its option, repair or replace goods that are found to Seller's satisfaction, to be non-conforming or defective in material or workmanship. Seller may refund the purchase price to the original purchaser if Seller is unable by repair or replacement to make the goods perform the function for which they, according to Seller, were designed. This warranty does not obligate Seller to bear any transportation, shipping, removal or installation charges in connection with goods covered by this warranty. This warranty does not cover defects or costs caused by: 1) wear and tear, 2) modification, alteration, repair or service of the goods other than by Seller; 3) physical abuse to or misuse of the goods; or, 4) use of the goods other than that for which they were intended as designated by Seller.

To obtain warranty benefits the original purchaser must, within the warranty period: 1) notify Seller in writing of the particulars of the defect or failure of the goods to conform; and, 2) deliver the goods to Seller at the address listed above on this page with shipping costs to be born by purchaser.

Limited Warranty on Goods Manufactured by other than Azusa Engineering Inc.: Seller warrants that the goods manufactured by others will conform to the description stated on the invoice. Any warranty of the original manufacturer is hereby assigned and transferred to the buyer and except for the original manufacturer's warranty, if any, the goods sold hereunder are sold "AS IS."

THE ABOVE WARRANTIES ARE EXCLUSIVE, THE ONLY WARRANTIES ON ANY GOODS WHETHER MANUFACTURED BY SELLER OR OTHERS, AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, OTHER THAN AS STATED ABOVE

ARE SPECIFICALLY EXCLUDED AND ISCLAIMED. ANY DESCRIPTION OF THE GOODS, AFFIRMATION OF FACT OR PROMISE, SAMPLE, MODEL, PHOTOGRAPH, ILLUSTRATION OR MODEL, WHETHER OR NOT IN THIS CATALOG, IS NOT A PART OF THE BASIS OF THE BARGAIN AND DOES NOT CONSTITUTE A WARRANTY THAT THE GOODS WILL CONFORM THERETO.

Limitation of Liability: Correction of defects and/or non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the seller to any purchaser whether based on contract, negligence, strict tort or otherwise. The seller shall not under any circumstances be liable for any damages, whether direct, special, incidental or consequential whatsoever. The remedies set forth herein are exclusive, and the liability of Seller with respect to any contract, or anything done in connection therewith including but not limited to the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under this contract whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the non-conforming or defective goods upon which such liability is based. Without limiting the foregoing, no liability shall result from delay in performance or non-performance caused by circumstances beyond our control, including but not limited to acts of God, fire, flood, war, government action, accident or work stoppage.

Printers, Stenographic and Clerical Errors: *In the course of doing business, errors by printers, stenographers, computer operations and clerks sometimes occur. We reserve the right to correct any such errors without penalty*