

WARRANTY

5-YEAR WARRANTY

A 5-year warranty applies to all instrumentation and instrumentation accessories.

Winters Instruments' products are warranted for a stated period of time (see above) after date of purchase against manufacturing and materials defects. Any product which is found by Winters to be defective will be replaced at Winters' discretion. Winters' product warranty does not cover product defects resulting from improper product selection, misuse or misapplication **EXCEPT AS SPECIFICALLY SET FORTH IN THIS WARRANTY. WINTERS INSTRUMENTS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, TO PURCHASER OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE PRODUCTS. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, WINTERS INSTRUMENTS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any liability from Winters to Purchaser or any other person or entity pursuant to this Warranty, whether for a claim in tort, for breach of contract or otherwise, shall not exceed the purchase price of the Product giving rise to such liability. Winters shall in no event have any liability to Purchaser or any other person or entity for any consequential, indirect, punitive or special damages (including, without limitation, lost profits) pursuant to this Warranty or pursuant to its sale of the Products, even if the possibility of such damages could have been foreseen by Winters Instruments.