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LIMITED WARRANTY & DISCLAIMER **STANDARD CONDITIONS OF SALES**

Energenics Corporation (herein called Energenics) warrants to the original purchaser, & to the original purchaser alone, its products to be free from defects in material and workmanship under normal use & service for a **period of twenty-four (24) months from the date of shipment.** Energenics' obligations under this warranty shall be limited solely to the repair or replacement of such parts, which Energenics examination shall disclose to Energenics satisfaction to have been thus defective & to the shipment of the repaired or replacement part or parts to the original purchaser F.O.B. point of shipment. In no event shall Energenics be liable for any consequential, incidental or special damages of any kind caused by the defect. The Warranty set forth shall not apply to & Energenics shall not be responsible for any equipment or part, which has been repaired or altered in any way, regardless of how or why the part was altered or repaired nor for any equipment or part, which has been subjected to the negligence or accident, improper use or care, nor for equipment or part with respect to which Energenics instructions relating to installation, maintenance, or use have not been followed. This limited warranty is expressly made in lieu of all other warranties, expressed or implied, and in lieu of all other obligations or liabilities on the part of Energenics.

The purchaser by acceptance of the delivery of any part or product from Energenics agrees to indemnify Energenics & to hold it harmless against any liability, which may arise if the part or product received is mis-applied, improperly installed, improperly maintained, misused or abused, altered or rendered partially or totally inoperative due to any cause.

RETURNS: Merchandise may not be returned unless an **RMA** is obtained from Energenics. A copy of the **RMA** must accompany the returned item as the packing Slip. Energenics will assume no responsibility for merchandise returned neither without such prior approval nor for any charges or expenses incurred therewith.

CANCELLATIONS: Any order may be cancelled by the purchaser only upon written notice & upon payment to Energenics of reasonable & proper cancellation charges.

SALES & SIMILAR TAXES: Energenics prices do not include sales, use, gross receipts, excise or similar taxes, license fees & export or import duties. All taxes or other charges assessed to Energenics by reason of a transaction with the Purchaser must be paid by the Purchaser.

PRICE POLICY: All sales are made **F.O.B. point of shipment.** All prices are subject to change without notice.

DESIGN CHANGES: Energenics reserves the right to make changes in the design & changes or improvements in its products without notice or without imposing any obligation upon Energenics to install the same upon products heretofore manufactured.

GENERAL: No alteration, modification or extension of the foregoing conditions shall be binding upon Energenics unless made in writing & signed by an officer of Energenics.