



WARRANTY

Fire protection products

All fire suppressant products manufactured by ESP INTERNATIONAL SRL are warranted for three (3) years after date of shipment against defects in materials and workmanship under conditions of normal use. Any product found defective, during the warranty period, shall be replaced or repaired at OEM discretion.

Manufacturer's warranty, terms and conditions apply in all cases. No other warranty express or implied is valid.

Manufacturer reserves the right to make any modifications required by production conditions to the information set forth in Manufacturer's brochures, technical sheets and advertising literature. Manufacturer shall not be liable or responsible, however, for any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, negligence. In addition, Manufacturer shall not be liable for any defects arising from alteration or modification, nor from consequential incidental damages. Any claim by Buyer with reference to the Goods for any cause shall be deemed waived by Buyer unless submitted to Manufacturer in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give Manufacturer an opportunity to investigate. Transportation charges for the return of fire suppressants to Manufacturer shall be prepaid by Buyer.

In no event shall any obligation to pay or refund exceed the purchase price actually paid. Transportation charges for the return of Fire Suppressants to Manufacturer shall be prepaid by Buyer, unless otherwise agreed to in writing by Manufacturer.

The foregoing warranty is exclusive and in lieu of all other warranties whether expressed or implied by Law. There is no implied warranty of merchantability or fitness for a particular purpose. In no event, whether as a result of a breach of contract, warranty, tort (including negligence) or strict liability, Manufacturer shall be liable for any punitive, special, incidental or consequential damages including, but not limited to, loss of profit, loss of use of the goods or other property equipment, damage to other property, cost of capital, cost of substitute goods, downtime, or the claims of the Buyer's customer for any of the aforesaid damages. Manufacturer shall not be liable for and Buyer agrees to defend and indemnify Manufacturer against all claims of losses (including Attorney's fees) including personal injury, property damage or other liability, resulting in whole or in part from (1) the negligence of Buyer or its customers; (2) Buyer's or its customer's misuse, damage, alteration or modification of Manufacturer's goods; (3) Buyer's or its customer's use of the goods in any product or system designed, manufactured or sold by Buyer or its customers; or (4) any breach of this agreement; provided, however, that Buyer shall have no obligation to indemnify Manufacturer for claims or losses that arise solely from the negligence or misconduct of Manufacturer.

ESP International S.r.l .

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