

## LIMITED WARRANTY

Tennsco warrants goods purchased hereunder to be free of defects in materials and workmanship for a period of ten (10) years from the date of shipment, hereunder. Tennsco's warranty shall not apply in the event goods are damaged as a result of misuse, abuse, neglect, accident, improper application, modification or repair by persons not authorized by Seller, where goods are damaged during shipment. UNLESS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW:

- a. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED:
- b. BUYERS REMEDY, IF ANY, FOR ANY DEFECTIVE GOODS SHALL BE LIMITED TO A REFUND BY SELLER OR REPLACEMENT OF THE GOODS AT SELLER'S OPTION, AND SHALL IN NO EVENT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

NO GOODS ACCEPTED FOR RETURN WITHOUT PRIOR APPROVAL. Seller shall have the right to inspect any goods claimed to be defective at Buyer's place of business or require Buyer to return the goods to Seller for inspection on Seller's premises. Transportation charges covering returned goods will be borne by Seller only if such goods are proven to be defective, are covered by this warranty and are returned within the warranty period stated above.

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