

General Manufacturing Company

LIMITED WARRANTY AND REMEDY

1. Warranty. Unless otherwise specified, General Manufacturing Co. here after as (GMC) warrants to Buyer that GMC holds and will pass marketable title to the products sold by GMC to Buyer (“Products”). GMC agrees to replace any Products, for a period of one (1) year from the date of shipment, in case of defects in material and workmanship. It will also honor any extended warranties agreed to by both parties in said contract document. For items and components incorporated in the Products and not manufactured by GMC, the only warranty extended, if any, is that of the respective manufacturer or supplier.
2. Exclusions and Conditions. Buyer’s sole and exclusive remedy, and GMC’s only obligation for breach of warranty for Products shall be, at GMC’s option in its sole discretion,(see # 3) to either (i) repair or replace the defective Product that fails within the warranty period at GMC’s expense using new or refurbished parts, or (ii) refund to Buyer an equitable portion of the fee for the defective Product. GMC’s obligations with respect to the express warranties and remedies contained herein are conditioned on the following: (i) Buyer’s return of the non-conforming Products, if authorized by GMC; (ii) Buyer shall not assign its rights under these express warranties and any attempted assignment shall render such warranties but not any disclaimers or limitations, void and the goods sold shall be sold AS IS; and (iii) all Products shall be carefully inspected for damage by Buyer upon receipt, and be used, repaired, and maintained in accordance with good commercial / military practice.
3. All items returned to GMC will go through an evaluation process. If it is determined through this evaluation that the items liability does not lie with GMC, i.e. misuse, disassembly, neglect, accident or modification, an invoice will be issued to the returning activity and buyer for all costs associated with said returned items. Furthermore all items that are determined to be the liability of GMC will be repaired or replaced and returned to the appropriate activity and no cast to the buying activity.
4. Disclaimer of Implied Warranties.GMC DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND WARRANTIES IMPLIED BY LAW, USAGE OF THE TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE