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	Relhdis warranty conditions	U:\Relhdis\Ventes\Documents\Conditions de garantie_e_05-08.doc	
		Crée le 01.08.2005	Modifié le 01.08.2005
		Contrôle	Emetteur: JMB

Relhdis warrants for a period of one (1) year from the date of manufacture, Relhdis products shall be free from material defects in workmanship and material and shall conform to applicable Relhdis specifications.

If purchaser gives Relhdis written notice during the warranty period that the products or any component thereof fails to comply in any material respect with the applicable warranty, Relhdis shall make, or cause to be made, in the manner specified herein, all necessary repairs, corrections and/or replacements necessary to make the products comply with the warranty given hereunder. Relhdis shall not be obligated to perform any services or repairs on the container on which the Products are mounted. Purchaser shall be responsible for the removal and re-installation of all parts or components returned to Relhdis for service.

The warranties contained herein shall not apply to any repairs, corrections or replacements caused by; (1) physical abuse of the product or any component or acts of vandalism by any persons other than Relhdis, its employees, agents or subcontractors; (2) unless consented to by Relhdis, alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than Relhdis, its employees, agents, or subcontractors, in such a way that the alterations, modifications, or repairs have adversely affected the reliability or performance of the product or any component; (3) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the negligence of Relhdis or its employees, agents, or subcontractors; or (4) damage to any component as a result of improper shipment of such components by Purchaser or its employees or agents.

Warranty Disclaimer: THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.

Remedy: Purchaser agrees that its sole and exclusive remedy against Relhdis shall be limited to the repair and replacement of defective parts of the product, provided Relhdis is promptly notified in writing of any defect. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Relhdis is willing and able to repair or replace the defective parts and, in any event, Relhdis liability for any damages due Purchaser shall be limited to the purchase price of the product. THIS PARAGRAPH STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

Limitations on Actions and Liability: The statute of limitations applicable to all claims arising under this Agreement or otherwise shall be one (1) year from the date the claim accrues. Relhdis shall not be liable for any loss, damage, or injury resulting from delay in delivery of installation of the product or for any failure to perform, which is due to circumstances beyond its control. The maximum liability, if any, of Relhdis for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from Relhdis' breach of this agreement, breach of warranty, negligence, strict liability, or other tort, with respect to the goods, or any services in connection with the goods, is limited to an amount not to exceed the purchase price of the product. In no event, shall Relhdis be liable to purchase for any incidental, consequential, or special damages, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages. The right to recover damages within the limitations specified is purchaser's exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose.