



Tucson Hydrocontrols Pvt. Ltd. (The Company) warrants that the items sold shall be free from defects in material and workmanship for a period of 12 months from date of shipment from the Company. Parts manufactured by a third party and supplied by The Company as part of a system or on their own shall be warranted to the extent of the original supplier's warranty and no more. The Company will undertake to remedy any defect resulting from faulty design, material or workmanship, provided that the Company shall not be required to expend money, services or material in any amounts exceeding the value of the original invoice for the said system or component. The Company will undertake to repair or replace the faulty system or component at the Company's discretion within a reasonable time scale agreed between the two parties. The Company shall not be liable for defects arising from materials provided by, or design stipulated or specified by the purchaser. The Company shall further not be liable for defects caused by faulty maintenance, incorrect erection or faulty repair by the purchaser. The Company will only be liable within the terms of warranty for defects which occur in connection with the proper use of the products within the specifications laid down for the products. The Company shall not be liable for any damage caused by any product after it has been handed over to the transporter, nor shall the Company be

liable for any damage to products manufactured by the purchaser, or products of which the purchaser's product forms a part, or product from a third party which forms part of the purchaser's product. Goods may only be returned to the company upon prior written consent and at the Company's discretion shall be replaced, repaired or credited at the original invoiced price. The Company shall have no liability for any loss of profits, or any consequential loss, anticipated profits or any labour cost, whether incurred by the purchaser in replacing defective parts or otherwise. Any claim under this warranty must be made in writing within 30 days of the discovery of the problem or within 30 days of the end of the warranty period, whichever is sooner.

THE COMPANY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding anything to the contrary in this warranty, or in any other agreement, purchase order, or other document, the Company shall not be responsible or liable for any consequential or incidental damages incurred or suffered by any purchaser, any customer of a purchaser or any other person in connection with the sale, marketing, distribution, use or any other action relating to the products.

Court of Jurisdiction is Umbergaon.